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No. 44]

NEW DELHI, SATURDAY, OCTOBER 29, 1983/KARTIKA 7, 1905

इस भाग में भिन्न पृष्ठ संख्या दी जाती है जिससे कि यह अलग संकलन के रूप में रखा जा सके
Separate paging is given to this Part in order that it may be filed as a separate compilation

भाग II—खण्ड 3—उप-खण्ड (ii)

PART II—Section 3—Sub-section (ii)

(रक्षा मंत्रालय को छोड़ कर) भारत सरकार के मंत्रालयों द्वारा जारी किये गये सांविधिक आदेश और अधिसूचनाएं
Statutory Orders and Notifications issued by the Ministries of the Government of India
(other than the Ministry of Defence)

विधि, ग्याय और कम्पनी कार्य मंत्रालय

(विधि कार्य विभाग)

सूचना

नई दिल्ली, 11 अक्टूबर, 1983

कां०अ० 3987.—नोटरीज नियम, 1956 के नियम 6 के अनुसरण में समक्ष प्राधिकारी द्वारा यह सूचना दी जाती है कि श्री एम०सी० माथुर, एडवोकेट, म० नं० 5166, बसन्त रोड, करनैल सिंह स्टेडियम, के निकट, पहाड़गंज, नई दिल्ली-55 ने उक्त प्राधिकारी को उक्त नियम के नियम 4 के अधीन एक आवेदन इस बात के लिये दिया जा रहा है कि उसे नोटरी दिल्ली में व्यवसाय करने के लिये नोटरी के रूप में नियुक्त किया जाये।

2. उक्त व्यक्ति की नोटरी के रूप में नियुक्ति पर किसी भी प्रकार का आपेक्ष इस सूचना के प्रकाशन के चौदह दिन के भीतर लिखित रूप में मेरे पास भेजा जाये।

[सं० 5(78)/83-ग्या०]

एम० गुप्ता, सक्षम प्राधिकारी

MINISTRY OF LAW, JUSTICE & COMPANY AFFAIRS
(Department of Legal Affairs)

NOTICE

New Delhi, the 11th October, 1983

S.O. 3987.—Notice is hereby given by the Competent Authority in pursuance of rule 6 of the Notaries Rules,

900_G1/83—1

1956, that application has been made to the said Authority, under rule 4 of the said Rules, by Shri M. C. Mathur, Advocate, H. No. 5166, Basant Road, opposite Karnail Singh-Stadium, Paharganj, New Delhi-55 for appointment as a Notary to practise in Delhi/New Delhi.

2. Any objection to the appointment of the said person as a Notary may be submitted in writing to the undersigned within fourteen days of the publication of this Notice.

[No. F. 5(78)/83-Judl.]

S. GOOPTU, Competent Authority

गृह मंत्रालय

(कार्मिक और प्रशासनिक सुधार विभाग)

आवेश

नई दिल्ली, 11 अक्टूबर 1983

कां०अ० 3988.—दिल्ली पुलिस स्थापन अधिनियम, 1946 (1946 का 25) की धारा 6 के साथ पठित धारा 5 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, हरियाणा सरकार की सहमति से, भारतीय दंड संहिता, 1860 (1860 का 45) की धारा 308 के अधीन दण्डनीय अपराधों के और उक्त अपराधों के संबंध में या उनसे संबंधित प्रयत्नों, पुष्प्रेणों और चर्चयों के तथा हरियाणा राज्य में पुलिस थाता अम्बाला सिटी में रजिस्ट्रीकृत श्रीमती बलविन्दर नौर की अभिकथित आत्महत्या से संबंधित अपराध सं० 132, स.रीख

8-3-1982 के संबंध में दिये ही संभवहार के अनुक्रम में किये गये किसी अन्य अपराध के अन्वेषण के लिये दिल्ली विशेष पुलिस स्थापन के सदस्यों की शक्तियों और अधिकारिता का विस्तारण संपूर्ण हरियाणा राज्य पर करती है।

[सं० 225/22/83-एवी०बी०-II]

एच० के० वर्मा, जबर सचिव

MINISTRY OF HOME AFFAIRS

(Department of Personnel and Administrative Reforms)

ORDER

New Delhi, the 11th October, 1983

S.O. 3988.—In exercise of the powers conferred by sub-section (1) of section 5 read with section 6 of the Delhi Special Police Establishment Act, 1946 (25 of 1946), the Central Government with the consent of the Government of Haryana, hereby extends the powers and jurisdiction of the members of the Delhi Special Police Establishment to the whole of the State of Haryana for the investigation of offences punishable under section 306 of the Indian Penal Code, 1860 (45 of 1860) and attempts, abetments and conspiracies in relation to or in connection with the said offences and any other offence committed in the course of the same transaction in regard to Crime No. 132 dated 8th March, 1982 relating to alleged suicide of Mrs. Balwinder Kaur, registered at P. S. Ambala City, in the State of Haryana.

[No. 225/22/83-AVD. II]

H. K. VERMA, Under Secy.

कुदाल आंच आयोग गांधी शान्ति प्रतिष्ठान एवं अन्य संगठनों के बारे में

संशोधन

नई दिल्ली, 17 अक्टूबर, 1983

का० आ० 3989.—तारीख 26 जुलाई, 1982 की अधिसूचना सं० 1-1-82—के०सी० आई० के तहत जारी हुए तथा इस आयोग की प्रक्रिया को विनियमित करने वाले आदेश के पैरा 32 को निम्न रूप में पढ़ा जाय :—

“प्रत्यायोजित आदेशिका- 32. आयोग द्वारा या आयोग के ओं पर हस्ताक्षर करने प्राधिकार से जारी किये जाने का प्राधिकार प्राधिकार वाले समनों तथा किसी अन्य आदेशिका पर हस्ताक्षर करने के लिए नियम 4 (2) और 4(6) के अधीन आयोग के सचिव, निदेशक तथा सहायक सचिव को प्राधिकृत किया गया है।

बशर्ते कि आयोग किसी विशेष मामले में, जहाँ वह ऐसा करना ठीक तथा उचित समझे, अपने द्वारा या अपने प्राधिकार से जारी किये जाने वाले समनों या किसी अन्य आदेशिका पर

हस्ताक्षर करने के लिए आयोग में काम करने वाले किसी भी अन्य अधिकारी को प्राधिकृत पर सकता है।”

आयोग के आदेश से।

[सं० 1/1/82-के० सी० आई०]

बी० एम० के० मट्टू, सचिव

KUDAL COMMISSION OF INQUIRY ON GANDHI PEACE FOUNDATION AND OTHER ORGANISATIONS

AMENDMENT

New Delhi, the 17th October, 1983

S O. 3989.—Para 32 of the Order regulating the procedure of this Commission issued vide Notification No. 1/1/82 KCI dated the 26th July, 1982 may be read as under :—

“AUTHORITY TO SIGN PROCESSES DELEGATED

32. The Secretary, Director and Assistant Secretary in the Commission have been authorised under Rule 4(2) and 4(6) to sign summons and any other process issued by or under the authority of the Commission.

Provided that the Commission may authorise any other Officer working under the Commission in a particular case to sign summons or any other process issued by or under the authority of the Commission where it deems fit and proper to do so”.

By Order of the Commission.

[No. 1/1/82 KCI.]

B. M. K. MATTOO, Secretary

वित्त मंत्रालय

(राजस्व विभाग)

नई दिल्ली, 3 अक्टूबर, 1983

आयकर

का० आ० 3990.—आयकर अधिनियम 1961 (1961 का 43) की धारा 10 की उपधारा (23ग) के खण्ड (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, एतद्वारा उक्त खण्ड के प्रयोजनार्थ “रमना महर्षि सेन्टर फार लनिंग, बंगलूर” को कर निर्धारण वर्ष 1985-86 तक के अंतर्गत आने वाली अवधि के लिए अधिसूचित करती है।

[सं० 5416/का० सं० 197-ए/252/82-आ० क० (नि०-1)]

MINISTRY OF FINANCE

(Department of Revenue)

New Delhi, the 3rd October, 1983

INCOME-TAX

S.O. 3990.—In exercise of the powers conferred by clause (iv) of sub-section (23C) of section 10 of the Income-tax Act, 1961 (43 of 1961), the Central Government hereby notifies 'Ramana Maharshi Centre for Learning, Bangalore' for the purpose of the said section for the period covered by the assessment year 1985-86.

[No. 5416/F. No. 197A/252/82-IT(AI)]

आयकर

का०आ० 3991.—आयकर अधिनियम 1961 (1961 का 43) की धारा 10 की उपधारा (23ग) के खण्ड (4) द्वारा प्रदत्त शक्तियों करते हुए, केन्द्रीय सरकार, एतद्वारा, उक्त खण्ड के प्रयोजनार्थ "रमना केन्द्र, दिल्ली (रजि०) को कर को निर्धारण वर्ष 1985-86 से 1987-88 तक के अंतर्गत आने वाली अवधि के लिए अधिसूचित करती है।

[सं० 5417/फा० सं० 197-ए/82/आ० क० (नि० 1)]

आर० के० तिवारी, अवर सचिव

INCOME-TAX

S.O. 3991.—In exercise of the powers conferred by clause (iv) of sub-section (23C) of section 10 of the Income-tax Act, 1961 (43 of 1961), the Central Government hereby notifies "Ramana Kendra, Delhi (Regd.)" for the purpose of the said section for the period covered by the assessment year(s) 1985-86 to 1987-88.

[No. 5417/F. No. 197A/1/82-IT(AI)]

R. K. TEWARI, Under Secy.

नई दिल्ली, 7 अक्तूबर, 1983

आयकर

का०आ० 3992.—आयकर अधिनियम 1961 (1961 का 43) की धारा 10 की उपधारा (23ग) के खण्ड (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार एतद्वारा "गांधी मजदूर स्मारक निधि, इन्दौर" को कर निर्धारण वर्ष 1980-81 से 1983-84 के अंतर्गत आने वाली अवधि के लिए अधिसूचित करती है।

[सं० 5425/फा० सं० 197/198/81-आ० क० (नि०-1)]

New Delhi, the 7th October, 1983

INCOME-TAX

S.O. 3992.—In exercise of the powers conferred by clause (iv) of sub-section (23C) of section 10 of the Income-tax Act, 1961 (43 of 1961), the Central Government hereby notifies "Gandhi Mazdoor Smarak Nidhi, Indore" for the purpose of the said section for the period covered by the assessment years 1980-81 to 1983-84.

[No. 5425/F. No. 197/198/81-IT(AI)]

का०आ० 3993.—आयकर अधिनियम 1961 (1961 का 43) की धारा 10 की उपधारा (23ग) के खण्ड (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार एतद्वारा "भारतीय संसदीय दल" को उक्त धारा के प्रयोजनार्थ कर निर्धारण वर्ष 1984-85 से 1986-87 के अंतर्गत आने वाली अवधि के लिए अधिसूचित करती है।

[सं० 5426/फा० सं० 197/116/83-आ० क० (नि० -1)]

INCOME-TAX

S.O. 3993.—In exercise of the powers conferred by clause (iv) of sub-section (23C) of section 10 of the Income-tax Act, 1961 (43 of 1961), the Central Government hereby notifies 'Indian Parliamentary Group' for the purpose of the said section of the period covered by the assessment years 1984-85 to 1986-87.

[No. 5426/F. No. 197/116/83-IT(AI)]

आयकर

का०आ० 3994.—आयकर अधिनियम, 1961 (1961 का 43) की धारा 10 उपधारा (23ग) के खण्ड (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार एतद्वारा "हरिजन आश्रम ट्रस्ट, अहमदाबाद" को उक्त धारा के प्रयोजनार्थ कर निर्धारण वर्ष 1982-83 से 1984-85 के अंतर्गत आने वाली अवधि के लिए अधिसूचित करती है।

[सं० 5423/फा० सं० 197/112/83-आ० क० (नि० -1)]

INCOME-TAX

S.O. 3994.—In exercise of the powers conferred by clause (iv) of sub-section (23C) of section 10 of the Income-tax Act, 1961 (43 of 1961), the Central Government hereby notifies "Harian Ashram Trust, Ahmedabad" for the purpose of the said section for the period covered by the assessment years 1982-83 to 1984-85.

[No. 5423/F. No. 197/112/83-IT(A)]

आयकर

का०आ० 3995.—आयकर अधिनियम 1961 (1961 का 43) की धारा 10 की उपधारा (23ग) के खण्ड (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार एतद्वारा "शारीरिक रूप से विकलांग व्यक्तियों की संख्या" को उक्त धारा के प्रयोजनार्थ कर निर्धारण वर्ष 1983-84 से 1985-86 के अंतर्गत आने वाली अवधि के लिए अधिसूचित करती है।

[सं० 5424/फा० सं० 197/233/82 आ० क० (नि० 1)]

बी० बी० श्रीनिवासन, निदेशक

INCOME-TAX

S.O. 3995.—In exercise of the powers conferred by clause (iv) of sub-section (23C) of section 10 of the Income-tax

Act, 1961 (43 of 1961), the Central Government hereby notifies "The Association of the physically Handicapped" for the purpose of the said section for the period covered by the assessment years 1983-84 to 1985-86.

[No. 5424/F. No. 197/233/82-IT(AI)]

V. B. SRINIVASAN, Director

से अगला आदेश होने तक, केन्द्रीय उत्पादन शुल्क और सीमा-शुल्क बोर्ड का अध्यक्ष नियुक्त करती है।

[फा० सं० ए० 19011/49/81-प्र०-1]

जी० एस० मेहरा, अवर सचिव।

नई दिल्ली, 11 अक्टूबर, 1983

New Delhi, the 11th October, 1983

प्रधान कार्यालय संस्थापन

HEADQUARTERS ESTABLISHMENT

का०आ० 3996:—केन्द्रीय उत्पादन शुल्क और सीमा-शुल्क बोर्ड (कारबार का संव्यवहार विनियमन) नियम, 1964 के नियम 3 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, एतद्वारा, भारतीय सीमा-शुल्क और केन्द्रीय उत्पादन शुल्क सेवा के अधिकारी श्री रमेश चन्द्र मिश्र को, जो केन्द्रीय उत्पादन शुल्क और सीमाशुल्क बोर्ड में सदस्य के रूप में तैनात हैं 11 अक्टूबर, 1983 के अपराह्न

S.O. 3996.—In exercise of the powers conferred by Rule 3 of the Central Board of Excise & Customs (Regulation of Transaction of Business) Rules, 1964, the Central Government hereby appoints Shri R. C. Misra, an officer of the Indian Customs and Central Excise Service and posted as Member, Central Board of Excise and Customs, as Chairman, Central Board of Excise and Customs with effect from the afternoon of the 11th October, 1983 and until further orders.

[F. No. A. 19011/49/81-Ad. I]

G. S. MEHRA, Under Secy.

केन्द्रीय प्रत्यक्ष-कर बोर्ड

नई दिल्ली, 1 अक्टूबर, 1983

(आय-कर)

का०आ० 3997:—आयकर अधिनियम, 1961 (1961 का 43) की धारा 121क की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और इस संघ में पूर्ववर्ती सभी अधिसूचनाओं का अधिलेखन करते हुए, केन्द्रीय प्रत्यक्ष-कर बोर्ड, एतद्वारा, निदेश देता है कि नीचे दो गये अनुसूची के स्तम्भ (1) में विनिर्दिष्ट अधिकार-क्षेत्रों के आयकर आयुक्त (अपील), अनुसूची के स्तम्भ (2) और (3) की तरतुबों प्रविष्टियों में विनिर्दिष्ट आयकर वाडों, परिमंडलों, जिलों और रेंजों में ऐसे व्यक्तियों के संबंध में अपने कार्य करेंगे जिन पर आयकर अथवा अतिकर अथवा ब्याजकर लगाया गया हो और जो आयकर अधिनियम, 1961 की धारा 246 की उपधारा (2) के खण्ड (क) से (ज) में, कंपनी (लाभ) अतिकर अधिनियम, 1964 (1964 का 7) की धारा 11 की उपधारा (1) में और ब्याज कर अधिनियम, 1974 (1974 का 45) की धारा 15 की उपधारा (1) में उल्लिखित किसी भी आदेश से बधित हुए हैं और ऐसे व्यक्तियों या व्यक्तियों के वर्गों की बाबत भी, कार्य करेंगे जिनके लिए बोर्ड ने आयकर अधिनियम, 1961 की धारा 246 की उपधारा (2) के खंड (1) के उपबंधों के अनुसार निदेश दिया है अथवा भविष्य में निदेश दें।

अनुसूची

आ० आयकर (अ०) अधिकार-क्षेत्र और प्रधान कार्यालय	आयकर परिमंडल/वाड/जिले	निरीक्षी सहायक आयुक्त की रेंज
1	2	3
1. आयकर आयुक्त (अपील)-I बम्बई।	1. कंपनी परिमंडल-1 2. निर्धा० परिमंडल-1 3. व्यावसायिक परिमंडल	1. नि० सं० आ० (निर्धा०) रेंज-I
2. आयकर आयुक्त (अपील)-II, बम्बई।	1. क-क वाड 2. फिल्म परिमंडल 3. विदेशी क० परि०-II 4. विदेशी अनुभाग	1. नि० सं० आ० (निर्धा०) विदेशी रेंज-II
3. आयकर आयुक्त (अपील)-III, बम्बई।	1. क-I वाड 2. क-II वाड 3. क-III वाड	

	2	3
4. आयकर आयुक्त (अपील)-IV, बम्बई ।	1. कं० परिमंडल-II	
5. आयकर आयुक्त (अपील)-V, बम्बई ।	1. कं० परि० IV (1) से IV (5)	1. नि० स० आ० (निर्धा०) रेंज-IV
	2. निर्धा० परि० I	2. नि० स० आ० (निर्धा०) रेंज-IV क
	3. निर्धा० परि० IV क	
6. आयकर आयुक्त (अपील)-VI, बम्बई ।	1. कं० परि० V (1) से 5 (6)	1. नि० स० आ० (निर्धा०) रेंज-V
	2. निर्धा० परि०-V	2. नि० स० आ० (निर्धा०) रेंज-V
	3. निर्धा० परिमंडल-V क	
7. आयकर आयुक्त (अपील)-VII, बम्बई ।	1. कं० परि० III (1) से III (8) तक	1. नि० स० आ० (निर्धा०) रेंज-III
	2. निर्धा० परि० III	2. नि० स० आ० (निर्धा०) रेंज-III क
	3. निर्धा० परि० III क	
8. आयकर आयुक्त (अपील)-VIII, बम्बई ।	1. कं० परि० VI (1) से VI (6) तक	1. नि० स० आ० (निर्धा०) रेंज-VI
	2. निर्धा० परिमंडल-I	2. नि० स० आ० (निर्धा०) रेंज-VI क
	3. निर्धा० परि०-VIII क	
9. आयकर आयुक्त (अपील)-IX, बम्बई ।	1. घ-1 वार्ड	1. नि० स० आ० (निर्धा०) रेंज-VII
	2. निर्धा० परिमंडल-VII	
	3. निर्धा० परिमंडल-VIII	2. नि० स० आ० (निर्धा०) रेंज-VIII
10. आयकर आयुक्त (अपील)-X, बम्बई ।	1. ग-I वार्ड	1. नि० स० आ० (निर्धा०) रेंज-XI,
	2. ग-II वार्ड	
	3. ग-V वार्ड	2. नि० स० आ० (निर्धा०) रेंज-XII
	4. एस० बी०-I	
	5. एस० बी०-II	
	6. स्रोत पर कर की कटौती	
	7. निर्धा० परि० XI	
	8. निर्धा० परि० XII	
11. आयकर आयुक्त (अपील)-XI, बम्बई ।	1. ड-वार्ड	1. नि० स० आ० (निर्धा०) सर्वेक्षण रेंज-I
	2. छ-वार्ड	
	3. छक-वार्ड	2. नि० स० आ० (निर्धा०) सर्वेक्षण रेंज-II
	4. निर्धा० परि० IX	3. नि० स० आ० (निर्धा०) रेंज-IX
	5. सर्वेक्षण परिमंडल-I और II	
	6. निर्धा० परिमंडल-X	
	7. हुण्डी परिमंडल	4. नि० स० आ० (निर्धा०) रेंज-X
	8. विशेष क्षेत्राधिकार	
12. आयकर आयुक्त (अपील)-XII, बम्बई ।	1. ख-I वार्ड	
	2. ख-II वार्ड	
	3. ख-III वार्ड	
	4. ग-III वार्ड	
13. आयकर आयुक्त (अपील)-XIII, बम्बई ।	1. मार्किट वार्ड	
	2. व्यास परिमंडल	
	3. ग-वार्ड	
	4. बी० आर० सी०	
	5. एन० एन० आर० सी०	
	6. घ-II वार्ड	
	7. ग-IV वार्ड	
14. आयकर आयुक्त, अपील-XIV, बम्बई ।	1. कं० परि० V (7) से V (11)	
	2. कं० परि० IV (6) से IV (11)	

1	2	3
15. आयकर आयुक्त (अपील)-XV बम्बई।	1. क-4 वार्ड 2. बी० एस० डी० (पूर्व, पश्चिम, उत्तर और दक्षिण)	
16. आयकर आयुक्त (अपील)-XVI, बम्बई।	1. आ० क० आयुक्त, क० परि०-III (9) से III (15)	
17. आयकर आयुक्त (अपील)-XVII, बम्बई।	1. आ० क० आयुक्त क० परि० VI (7) से VI (12) 2. निर्धा० परि० II 3. निर्धा० परि०-IIक 4. विदेशी क० परि०-I	1. नि० स० आ० (निर्धा०) रेंज-II 2. नि० स० आ० (निर्धा०) रेंज-IIक 3. नि० स० आ० (निर्धा०) रेंज-I

जहाँ कोई आयकर परिमंडल, वार्ड, जिला अथवा उसका कोई भाग इस अधिसूचना द्वारा एक अधिकार-क्षेत्र से किसी अन्य अधिकार-क्षेत्र में अंतरित कर दिया गया है, वहाँ उस परिमंडल, वार्ड अथवा जिले अथवा उसके किसी भाग में किए गए कर-निर्धारणों से उत्पन्न होने वाले और इस अधिसूचना को तारोख से तत्काल पूर्व उस अधिकार-क्षेत्र के आयकर आयुक्त (अपील) के समस्त विचारणीय पड़ों अगोले, जिसके अधिकार-क्षेत्र से वह आयकर परिमंडल, वार्ड अथवा जिला अथवा रेंज अथवा उसका कोई भाग अंतरित किया गया है, इस अधिसूचना के लागू होने की तारीख से उस आयकर आयुक्त (अपील) के अधिकार-क्षेत्र को अंतरित की जाएगी और उसके द्वारा निपटायी जाएगी, जिसके अधिकार-क्षेत्र में उक्त परिमंडल, वार्ड अथवा जिला अथवा रेंज अथवा उसका कोई भाग अंतरित कर दिया गया है।

यह अधिसूचना 1-10-1983 से प्रभावी होगी।

[सं० 5415 /फा० सं० 261/21/83-आ० क० न्या०]

CENTRAL BOARD OF DIRECT TAXES

New Delhi, 1st October, 1983

INCOME-TAX

S.O. 3997.—In exercise of the powers conferred by sub-section (1) of Section 121A of the Income-tax Act, 1961 (43 of 1961) and in supersession of all previous notifications in this regard, the Central Board of Direct Taxes hereby directs that the Commissioner of Income-tax (Appeals) of the charges specified in column (1) of the schedule below, shall perform their functions in respect of such persons assessed to Income tax or Sur-tax or Interest-tax in the Income-tax Wards, Circles, District and Range specified in the corresponding entries in columns, (2) and (3) thereof as are aggrieved by any of the orders mentioned in clause (a) to (h) of sub section (2) of Section 246 of the Income-tax Act, 1961 in sub-section (1) of section II of Companies (Profits) Surtax Act, 1964 (7 of 1964) and sub-section (1) of section 15 of the Interest-tax Act, 1974 (45 of 1974) and also in respect of such persons or classes of persons as the Board has directed or may direct in future in accordance with the Provisions of clause (i) of sub-section (2) of Section 246 of the Income-tax Act, 1961.

SCHEDULE

CIT(A) Charges with Hqrs.	INCOME-TAX WARDS/ CIRCLES/DISTRICTS	Ranges of Inspecting Asstt. Commis- sioners of Income-tax
1	2	3
1. Commissioner of Income-tax (Appeals)-I, Bombay	1. Com. Circle-I 2. Asstt. Circle-I 3. Professional Circle	1. IAC (Asstt.) Range-I
2. Commissioner of Income-tax (Appeals)-II, Bombay	1. A-V Ward 2. Film Circle 3. Foreign Com. Cir. II 4. Foreign Section	1. IAC (Asstt.) Foreign Range-II
3. Commissioner of Income-tax (Appeals)-III, Bombay.	1. A-I Ward 2. A-II Ward 3. A-III Ward	
4. Commissioner of Income-tax (Appeals)-IV, Bombay.	1. Com. Circle-II	

1	2	3	4
5. Commissioner of Income-tax (App'als)-V, Bombay	1. Com. Cir. IV(1) to IV(5) 2. Asstt. Cir. IV 3. Asst. Cir. IVA	1. IAC (Asst.) Range-IV 2. IAC (Asst.) Range-IVA	
6. Commissioner of Income-tax (App'als)-VI, Bombay	1. Com. Cir. V(1) to V(6) 2. Asst. Cr IV 3. Asst. Circle-VA	1. IAC (Asst.) Range-V 2. IAC (Asst.) Range-VA	
7. Commissioner of Income-tax (App'als)-VII, Bombay	1. Com. Cir. III (1) to III (8) 2. Asst. Cir. III 3. Asst. Cir. IIIA	1. IAC (Asst.) Range-III 2. IAC (Asst.) Range-IIIA	
8. Commissioner of Income-tax (App'als)-VIII, Bombay	1. Com. Cir. VI(1) to VI(6) 2. Asst. Circle-VI 3. Asst. Cir. VIA	1. IAC (Asst.) Range-VI 1. IAC (Asst.) Range-VIA	
9. Commissioner of Income-tax (App'als)-IX, Bombay.	1. D-I Ward 2. Asst. Circle-VII 3. Asst. Circle-VIII	1. IAC (Asst.) Range-VII 2. IAC (Asst.) Range-VIII	
10. Commissioner of Income-tax (Appeals)-X, Bombay	1. C-I Ward 2. C-II Ward 3. C-V Ward 4. S.B.-I 5. S.B.-II 6. T.D.S. 7. Asst. Cir. XI 8. Asst. Cir. XII	1. IAC (Asst.) Range-XI 2. IAC (Asst.) Range-XII	
11. Commissioner of Income-tax (Appeals)-XI, Bombay	1. E-Ward 2. G-Ward 3. GA-Ward 4. Asst. Circle-IX 5. Survey Circles I & II 6. Asst. Circle-X 6. Hundi Circle 8. Spl. Jurisdiction	1. IAC (Asst.) Survey Range-I 2. IAC (Asst.) Survey Range-II 3. IAC (Asst.) Range-IX 4. IAC (Asst.) Range-X	
12. Commissioner of Income-tax (Appeals)-XII, Bombay	1. B-I Ward 2. B-II Ward 3. B-III Ward 4. C-III Ward		
13. Commissioner of Income-tax (App'als)-XIII, Bombay	1. Market Ward 2. Trust Circle 3. X-Ward 4. B.M.C. 5. N.R.R.C. 6. D-II Ward 7. C-IV Ward		
14. Commissioner of Income-tax Appeals-XIV, Bombay	1. Com.Cir. V(7) to V(11) 2. Com. Cir. IV(G) to IV (11)		
15. Commissioner of Income-tax (Appeals)-XV, Bombay	1. A-IV Ward 2. ESD (East, West, North & South)		

1	2	3	4
16. Commissioner of Income-tax (Appeals)-XVI, Bombay	1. ITO, Com. Cir. III (9) to III(15)		
17. Commissioner of Income-tax (Appeals)-XVII, Bombay	1. ITO, Com. Cir. VI(7) to VI(12) 2. Asst. Cir. II 3. Asst. Cir. IIA 4. Foreign co. Cir. I	1. IAC (Asst.) Range-II 2. IAC (Asst.) Range-III 3. IAC (Asst.) Foreign Range-I	

Whereas an Income-tax Circle, Ward, District or part thereof stands transferred by this notification from one charge to another charge, appeals arising out of assessments made in that Income-tax Circle, Ward or District or part thereof and ending immediately before the date of this notification before the Commissioner of Income-tax (Appeals) of the charge from when the Income-tax Circle, Ward or District or Range or part thereof is transferred shall from the date of this notification takes effect, be transferred to and dealt with by the Commissioner of Income-tax (Appeals) of the charge to when the said Circle, Ward or District or Range or part thereof is transferred.

This notification shall take effect from 1-10-1983.

[No. 5415 /E. No. 261/21/83-ITJ]

आयकर

का० आ० 3998.—आयकर अधिनियम, 1961 (1961 का 43) की धारा 122 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए तथा इस संबंध में केंद्रीय प्रत्यक्ष कर बोर्ड को अधिकार देने वाली अन्य सभी शक्तियों का प्रयोग करते हुए, केन्द्रीय प्रत्यक्ष कर बोर्ड एतद्वारा दिनांक 18-3-1983 की अधिसूचना सं० 5135 (फा० सं० 261/20/82-आ० क० न्या०) में निम्नलिखित संशोधन करता है:—

उक्त अधिसूचना की अनुसूची के स्तम्भ 3 के अंतर्गत अपीलीय सहायक आयुक्त, गोरखपुर रेंज के क्षेत्राधिकार के सामने मद संख्या (7), इस प्रकार होगी :

“(VII) क, ख तथा ग वार्ड, फैजाबाद।”

यह अधिसूचना 27-5-1983 से लागू होगी।

[सं० 5414/फा० सं० 261/20/82-आ० क० न्या०)]

INCOME-TAX

S.O. 3998.—In exercise of the powers conferred by sub-section (1) of section 122 of the Income-tax Act, 1961 (43 of 1961) and all other powers enabling it in this behalf, the Central Board of Direct Taxes hereby makes the following amendments in the Board's notification No. 5135 (F. No. 261/20/82-ITJ) dated 18-3-1983.

In the said notification under column 3 of the schedule thereto, item No. (vii) against the jurisdiction of Appellate Assistant Commissioner, Gorakhpur Range shall be as under :

“(vii) A. B & C wards, Faizabad.”

This notification shall take effect from 27-5-1983.

[No. 5414 F.N.261/20/82-ITJ]

आयकर

का० आ० 3999.—आयकर अधिनियम, 1961 (1961 का 43) की धारा 121 क की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और पूर्ववर्ती सभी आदेशों का अधिलेखन करते हुए, केन्द्रीय प्रत्यक्ष कर बोर्ड एतद्वारा निदेश देता है कि नीचे दी गई अनुसूची के स्तम्भ (1) में विनिर्दिष्ट अधिकार-क्षेत्रों के आयकर आयुक्त (अपील), अनुसूची के स्तम्भ (2) तथा स्तम्भ (3) की तरसंबंधी प्रविष्टियों में विनिर्दिष्ट आयकर वार्डों, परिमंडलों, जिनों और रेंजों में ऐसे व्यक्तियों के संबंध में अपने कार्य करेंगे जिन पर आयकर या अतिर या ब्याजकर लगाया गया हो और जो आयकर अधिनियम, 1961 की धारा 246 की उपधारा (2) के खण्ड (क) से (ज) में, कंपनी (लाभ) अतिर अधिनियम, 1964 (1964 का 7) की धारा 11 की उपधारा (1) में और ब्याजकर अधिनियम 1974 (1974 का 45) की धारा 15 की उपधारा (1) में उल्लिखित किसी भी आदेश से व्यधित हुए हैं और ऐसे व्यक्तियों के वर्गों की बावत भी, कार्य करेंगे जिनके लिए बोर्ड ने आयकर अधिनियम, 1961 की धारा 246 की उपधारा (2) के खण्ड (1) के उपबंधों के अनुसार निर्देश दिया है या भविष्य में निर्देश दें।

अनुसूची

अधिकार-क्षेत्र तथा प्रधान कार्यालय	आयकर वार्ड, परिमंडल तथा जिले	नि० स० आ० की रेंज
1	2	3
आयकर आयुक्त (अपील), कालीकट	1-आयकर परिमंडल, त्रिचूर 2-आयकर परिमंडल, पालघाट 3-आयकर परिमंडल-I, कालीकट 4-आयकर परिमंडल-II, कालीकट 5-आयकर परिमंडल, कन्नौर 6-आयकर परिमंडल, कासर गोड 7-आयकर परिमंडल, आलवी 8-केन्द्रीय परिमंडल, कालीकट 9-केन्द्रीय परिमंडल, एर्णाकुलम 10-केन्द्रीय परिमंडल, त्रिवेन्द्रम 11-विशेष परिमंडल, एर्णाकुलम	नि० स० आ०, कालीकट रेंज नि० स० आ० (केन्द्रीय), एर्णाकुलम नि० स० आ०, एर्णाकुलम रेंज
आयकर आयुक्त (अपील), एर्णाकुलम	1-आयकर परिमंडल, एर्णाकुलम 2-कंपनी परिमंडल, एर्णाकुलम 3-आयकर परिमंडल, मट्टनचेरी 4-चेतन परिमंडल 5-आयकर परिमंडल, त्रिवेन्द्रम 6-चेतन परिमंडल, त्रिवेन्द्रम 7-आयकर परिमंडल, अत्लेपी 8-आयकर परिमंडल, कौट्टायम 9-आयकर परिमंडल, तिरुतल्ला 10-आयकर परिमंडल, किवलीन 11-सर्वेक्षण परिमंडल, एर्णाकुलम	नि० स० आ०, एर्णाकुलम रेंज नि० स० आ०, त्रिवेन्द्रम रेंज नि० स० आ०, एर्णाकुलम रेंज

2. जहां कोई आयकर परिमंडल, वार्ड या जिला या उसका कोई भाग इस अधिसूचना द्वारा एक अधिकार-क्षेत्र से अन्य अधिकार-क्षेत्र में अंतरित कर दिया गया है, वहां आयकर परिमंडल, वार्ड अथवा जिला अथवा उसके किसी भाग में किए गए कर निर्धारणों से उत्पन्न होने वाली और इस अधिसूचना से तत्काल पूर्व उस अधिकार-क्षेत्र के आयकर आयुक्त के समक्ष विधाराधीन पड़ी अपीलों, जिसके अधिकार-क्षेत्र से वह आयकर परिमंडल, वार्ड अथवा जिला अथवा उसका कोई भाग अंतरित किया गया है, इस अधिसूचना के लागू होने की तारीख से उस आयकर आयुक्त (अपील) के

अधिकार-क्षेत्र को अंतरित को जाएंगे और उनके द्वारा निपटायी जाएंगी, जिसके अधिकार-क्षेत्र में उक्त, परिमंडल, वार्ड अथवा जिला अथवा उनका कोई भाग अंतरित कर दिया गया है।

यह अधिसूचना 1-9-1983 से लागू होगी।

[सं० 5413/फा० सं० 261/5/83]

के० एम० सुल्तान, अवर सचिव केन्द्रीय प्रत्यक्ष कर बोर्ड

INCOME TAX

S.O. 3999.--In exercise of the powers conferred by sub-section (1) of section 121A of the Income-tax Act, 1961 (43 of 1961) and in supersession of all the earlier orders, the Central Board of Direct Taxes hereby directs that the Commissioners of Income-tax (Appeals) of the charges specified in column (1) of the Schedule below shall perform their functions in respect of such persons assessed to Income-tax or Sur-tax or Interest Tax in the Income-tax Wards, Circles, Districts and Ranges specified in the corresponding entries in column (2) and column (3) thereof as are aggrieved by any of the orders mentioned in clauses (a) to (h) of sub-section (2) of section 246 of the Income-tax Act, 1961, in sub-section (1) of section II of Companies (Profits) Sur-tax Act, 1964 (7 of 1964) and in sub-section (1) of section 15 of the Interest Tax Act, 1974 (45 of 1974) and also in respect of such persons or classes of persons as the Board may direct in future in accordance with the Provisions of clause (i) of sub-section (2) of section 246 of the Income-tax Act, 1961.

SCHEDULE

Charges with H. qrs.	Income-tax Wards, Circles and Districts	Range of IACs
(1)	2	3
Commissioner of Income-tax (Appeals), Calicut.	1. I.T. Circle, Trichur 2. I.T. Circle, Palghat 3. I.T. Circle-I, Calicut 4. I.T. Circle-II, Calicut 5. I.T. Circle, Cannanore 6. I.T. Circle, Kasargod 7. I.T. Circle, Alwaye 8. Central Circle, Calicut 9. Central Circle, Ernakulam 10. Central Circle Trivandrum 11. Special Circle Ernakulam	I.A.C., Calicut Range. I.A.C. (Central)', Ernakulam I.A.C. Ernakulam Range
Commissioner of Income-tax (Appeals) Ernakulam	1. I.T. Circle, Ernakulam 2. Companies Circle, Ernakulam 3. I.T. Circle, Mattanchery 4. Salary Circle, Ernakulam 5. I.T. Circle, Trivandrum 6. Salary Circle, Trivandrum 7. I.T. Circle, Alleppey 8. I.T. Circle, Kottayam 9. I.T. Circle, Thiruvalla 10. I.T. Circle, Quilon 11. Survey Circle, Ernakulam	I.A.C. Ernakulam Range I.A.C. Trivandrum Range I.A.C. Ernakulam Range

2. Whereas the Income-tax Circle, Ward or District or part thereof stands transferred by this Notification from one Charge to another Charge, appeals arising out of the assessments made in that Income-tax Circle, Ward or District or part thereof and pending immediately before the date of this Notification before the Commissioner of Income-tax of the Charge from whom the Income-tax Circle, Ward or District or part thereof is transferred shall from the date of this Notification take effect be transferred to and dealt with by the Commissioner of Income-tax of the Charge to whom the said Circle, Ward or District or part thereof is transferred.

This notification shall take effect from 1-9-1983.

[No. 5413/F.No. 261/5/83]
K.M. SULTAN, Under Secy.
Central Board of Direct Taxes

(आर्थिक काम विभाग)

(Department of Economic Affairs)

(बैंकिंग प्रभाग)

(Banking Division)

नई दिल्ली, 11 अक्टूबर, 1983

New Delhi, the 11th October, 1983

का०मा० 4000.—बैंककारी विनियमन अधिनियम, 1949 (1949 का 10) की धारा 56 के साथ पठित धारा 53 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार, भारतीय रिजर्व बैंक की सिफारिश पर, इसके द्वारा यह घोषणा करती है कि उक्त अधिनियम की धारा 9 के प्रबन्धान श्री कमलाबिका को-ऑपरेटिव अर्बन बैंक लि०, तिरुवन्नूर पर गैर बैंककारी आस्ति अर्थात् पंडारा बड़ाई ग्राम, जिला तंजावर में 8.33 एकड़ आर्द्र तंजा जमीन रखने के लिये, इस अधिसूचना के भारत के राजपत्र में प्रकाशित होने की तारीख से 28 जनवरी, 1986 तक लागू नहीं होंगे।

S.O. 4000.—In exercise of the powers conferred by Section 53 read with Section 56 of the Banking Regulation Act, 1949 (10 of 1949), the Central Government, on the recommendation of the Reserve Bank of India, hereby declares that the provisions of Section 9 of the said Act shall not apply to Sri Kamalabika Co-operative Urban Bank Ltd. Tiruvarur so far as they relate to its holding of a non-banking asset, viz. 8.33 acres of wet Nanja Lands in Pandara Vadai Village of Thanjavur District, for the period from the date of publication of this notification in the Gazette of India to 28th January, 1986.

[स० 8-5/83-ए०सी०]

[No. 8-5/83-AC]

का०आ० 4001—बैंककारी विनियमन अधिनियम, 1949 (1949 का 10) की धारा 56 के साथ पठित धारा 53 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार, भारतीय रिजर्व बैंक की सिफारिश पर, एतद्द्वारा यह घोषणा करती है, कि उक्त अधिनियम की धारा 9 के के प्रावधान गैर बैंकिंग आस्तियों अर्थात् सयाजीराव रोड, मैसूर स्थित मकान नं० 228 (नयी संख्या म-59) को रखने वाले मैसूर को-ऑपरेटिव बैंक लि० पर इस अधिसूचना के राजपत्र में प्रकाशित होने की तारीख से 1 मार्च, 1985 तक की अवधि के लिये लागू नहीं होंगे।

[संख्या 8-5/83-ए०सी०]

S.O. 4001.—In exercise of the powers conferred by Section 53 read with Section 56 of the Banking Regulation Act, 1949 (10 of 1949), the Central Government, on the recommendation of the Reserve Bank of India, hereby declares that the provisions of Section 9 of the said Act shall not apply to Mysore Co-operative Bank Ltd., Mysore so far as they relate to its holding of a non-banking asset viz. House bearing No. 228 (New No. M. 59) situated at Sayyaji Rao Road, Mysore for the period from the date of publication of this notification in the Gazette of India to 1st March, 1985.

[No. 8-5/83-AC]

का०आ० 4002—बैंककारी विनियमन अधिनियम, 1949 (1949 का 10) की धारा 56 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए भारतीय रिजर्व बैंक की सिफारिश पर केन्द्रीय सरकार एतद्द्वारा घोषणा करती है कि उक्त अधिनियम की धारा 9 के उपबन्ध इस अधिसूचना के भारत के राजपत्र में प्रकाशित होने की तारीख से 1 मार्च, 1985 तक की अवधि के लिये रत्नागिरि जिला केन्द्रीय सहकारी बैंक लि०, रत्नागिरि पर वहाँ तक लागू नहीं होंगे, जहाँ तक इनका संबंध इस बैंक द्वारा गैर-

बैंकिंग आस्ति अर्थात् सिंधुदुर्ग जिले के सावंतवाड़ी तालुका में गांधी चौक पर स्थित महाराष्ट्र राज्य सहकारी बैंक लि० से कारोबार के हस्तांतरण के परिणामस्वरूप उसके द्वारा अभिग्रहीत एक बिल्डिंग जिसकी सर्वेक्षण सं० ए-1-26-जी है, की धारिता से है।

[संख्या. 8-5/83-ए०सी०]

S.O. 4002.—In exercise of the powers conferred by Section 56 of the Banking Regulation Act, 1949 (10 of 1949), the Central Government on the recommendation of the Reserve Bank of India, hereby declares that the provisions of Section 9 of the said Act shall not apply to the Ratnagiri District Central Co-operative Bank Ltd., Ratnagiri insofar as they relate to its holding of certain non-banking assets viz., one building bearing Survey No. A. 1-26-G acquired by it as a result of transfer of business from the Maharashtra State Co-operative Bank Ltd., which is situated at Gandhi Chowk in Sawantwadi taluka of Sindhudurg district for the period from the date of publication of this notification in the Gazette of India to 1st March, 1985.

[No. 8-5/83-AC]

का०आ० 4003.—बैंककारी विनियमन अधिनियम, 1949 (1949 का 10) की धारा 56 के साथ पठित धारा 53 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए भारतीय रिजर्व बैंक की सिफारिश पर केन्द्रीय सरकार एतद्द्वारा घोषणा करती है कि उक्त अधिनियम की धारा 9 की उपबन्ध इस अधिसूचना के शासकीय राजपत्र में प्रकाशित होने की तारीख से 10 मार्च, 1986 तक की अवधि के लिये वि सेलम सेंट्रल को-ऑपरेटिव बैंक लि० पर वहाँ तक लागू नहीं होंगे जहाँ तक इनका संबंध इस बैंक द्वारा गैर बैंकिंग आस्ति जिन्हें संलग्न सूची में दिया गया है, की धारिता से है।

भूमि/मकान को क्षेत्रफल, बरबाजा सं० सर्वे सं०, गली का नाम, गांव/नगर, तालुका, जिला जिसमें विपणन आस्ति स्थित है

गांव का न.म		सर्वे सं०	भूमि का क्षेत्रफल	खरीद कीमत	संपत्तियों के पंजीयन की तारीख
1		2	3	4	5
युम्बिवाड़ी,	ओमालुर तालुका सेलम जिला	74/4	0.59	568.00	24-10-62
"	"	74/1	0.40		"
"	"	77/1	1.69	317.00	"
"	"	77/2	0.39		"
"	"	305/5	0.54	362.00	"
"	"	36/3	0.26	412.00	"
"	"	33/22	0.33		"
"	"	73	2.82		"
"	"	79/3	2.04	515.00	"
"	"	79/2	1.84		"
"	"	29/3	0.98		"
"	"	80/2	1.89	412.00	"
"	"	74/4	0.29½	208.00	7-1-63
"	"	74/1	0.20		"
"	"	74/2	0.37½		"
"	"	29/1	0.20	206.00	"
"	"	29/7	0.36		"
"	"	360/5	0.86	618.00	21-4-63
"	"	393/6	3.58		"

1	2	3	4	5	
पुम्बिवाड़ी, ओमावर तालुक सेलम जिला	"	28/1	1.00	515.00	"
		26/5	0.38		
		26/2	0.21		
		26/10	0.21		
		26/11	0.12		
"	"	375/2	1.04	465.00	"
"	"	83/3	1.19	618.00	"
"	"	81/6	0.60		
"	"	14/2	0.61 1/2	824.00	"
		26/4	0.26		
		26/8	0.13 1/2		
		27/1	0.24 1/2		
		28/1	0.54 1/2		
"	"	348/2	1.81	234.00	"
"	"	43/1	0.75	309.00	"
"	"	72/2	0.05	206.00	29-9-64
		72/5	0.24		
		72/8	0.18		
		72/11	0.06		
		72/14	0.23		
		11/1	0.84		
		12/4	0.90		
	"	72/2	0.05	206	"
		72/5	0.24		
		72/8	0.18		
		72/11	0.06		
		72/14	0.23		
"	"	388/5	1.44	537.50	10-6-70
"	"	373/2	1.03	6570.00	22-6-70
		373/5	0.80		
		390/3	2.74		
		374/5	1.19		
	"	382/4	2.23 1/2	741.50	"
"	रेड्डीपूर	410	3.00	58.00	30-9-62
"	"	416/4	2.30	58.00	"
"	"	397/3	2.22	53.00	"
"	"	410	5.00	63.00	"
"	"	400/2	4.80	63.00	"
"	"	398/7	2.34	103.00	31-12-62
"	"	398/1	1.03	103.00	"
"	"	398/2	0.50		
"	"	433/2	1.13	31.50	"
"	"	433/5	0.51		
"	"	398/3	0.54	51.50	"
पुम्बिवाड़ी,	रेड्डीपूर	398/4	1.03	51.50	31-12-62
"	"	261/2	2.65	51.50	"
"	"	261/3	1.19		
"	"	273/1	1.84	51.50	"
"	"	433/2	1.13	103.00	"
"	"	414/5	2.07	51.50	"
पूजापुर		1346/01	9.02	766.50	22-6-70
जोड़			83.33	16656.00	

S.O. 4003.—In exercise of the powers conferred by Section 53 read with Section 56 of the Banking Regulation Act, 1949 (10 of 1949) the Central Govt. on the recommendation of the Reserve Bank of India, hereby declares that the provisions of section 9 of the said Act shall not apply to the Salem Central Co-operative Bank Ltd., so far as they relate to its holding of non-banking assets as shown in the enclosed list for the period from date of publication of this notification in the Gazette of India to 10-3-1986.

Extent/Area of the Land, Survey No., Door No., Name of the Street, Town/Village/Taluk, District where the properties are held.

Name of the Village	Survey No.	Extent of land (acres)	Date of registration of the property	Purchase value
1	2	3	4	5
Tirunilgai	74/4	0.59	24-10-62	568.00
	74/1	0.40		
"	77/1	1.60	24-10-62	317.00
	77/2	0.39		
"	305/5	0.54	24-10-62	362.00
"	36/3	0.26	24-10-62	412.00
	33/22	0.33		
	73	2.82		
"	79/3	2.04	24-10-62	515.00
	79/2	1.84		
	29/3	0.98		
"	80/2	1.89	24-10-62	412.00
"	74/4	0.291/2		
	74/1	0.20	7-1-63	206.00
	74/2	0.371		
"	29/1	0.20	7-1-63	206.00
	29/7	0.36		
"	369/5	0.86	21-4-63	618.00
	383/6	3.58		
"	28/1	1.00		
	26/5	1.00		
	26/2	0.21	21-4-63	515.00
	26/10	0.21		
	26/11	0.12		
"	375/2	1.01½	21-4-63	465.00
"	83/3	1.19	21-4-63	618.00
"	81/6	0.60		
"	14/2	0.61½		
	26/4	0.26		
	26/8	0.13½	21-4-63	824.00
	27/1	0.24½		
	28/1	0.54½		
"	348/2	1.81	21-4-63	234.00
"	43/1	0.75	21-4-63	309.00
"	72/2	0.05		
	72/5	0.24		
	72/8	0.18	29-9-64	206.00
	72/11	0.06		
	72/14	0.23		
"	11/1	0.84	29-9-64	206.00
	12/4	0.90		
"	72/2	0.05	29-9-64	206.00
	72/5	0.24		
	72/8	0.18		
	72/11	0.06		
	72/14	0.23		
"	388/9	1.41	10-6-70	537.50
"	373/2	1.03	22-6-70	6570.00
	373/5	0.80		
"	390/3	2.74		
	374/45	1.19		

1	2	3	4	5
Thumripadlb Reddiyar	382/4	2.23 1/2	2-1-70	741 51
"	410	3.00	31-12-52	58.00
"	418/4	2.30	31-12-52	53.00
"	397/3	2.22	31-12-52	53.00
"	410	5.00	31-12-52	63.00
"	400/2	4.80	31-12-52	63.00
"	398/7	2.31	31-12-52	103.00
"	398/1	1.03	31-12-52	103.00
"	398/2	0.20		
"	433/2	1.13	31-12-52	31.50
"	433/3	0.51		
"	398/3	0.54	31-12-52	51.50
"	398/4	1.03		
"	261/2	2.65	31-12-52	51.50
"	261/3	1.19		
"	273/1	1.84	31-12-52	51.50
"	433/2	1.13	31-12-52	103.00
"	414/5	2.07	31-12-62	51.50
Peomanur	13 46/8	90.2	22-6-70	766.50
TOTAL :		83.33		16556.00

[No. 8-5/83-AC]

AMAR SINGH, Under Secy.

नई दिल्ली, 13 अक्टूबर, 1983

का० आ० 4004.—राष्ट्रीयकृत बैंक (प्रबंध और प्रकीर्ण उपबन्ध) स्कीम, 1970 के खण्ड 8 के उपखण्ड (1) के साथ पठित खण्ड 3 के उपखण्ड (क) के अनुसरण में, केन्द्रीय सरकार, भारतीय रिजर्व बैंक से परामर्श करने के पश्चात् 14 अक्टूबर, 1983 से आरम्भ होने वाली तथा 13 अक्टूबर, 1986 को समाप्त होने वाली अवधि के लिए, एतद्द्वारा श्री एन० डी० प्रभु को केनरा बैंक के पूर्वाकालिक निदेशक (कार्यकारी निदेशक के रूप में पदनामित) के रूप में नियुक्त करती है।

[संख्या एफ० 9/23/83-बी ओ०—1(1)]

New Delhi, the 13th October, 1983

S.O. 4004.—In pursuance of sub-clause (a) of clause 3 read with sub-clause (1) of clause 8 of the Nationalised Banks (Management and Miscellaneous Provisions) Scheme, 1970, the Central Government after consultation with the Reserve Bank of India, hereby appoints Shri N. D. Prabhu, as a whole-time Director (designated as the Executive Director) of the Canara Bank for the period commencing on October 14, 1983 and ending with October 13, 1986.

[No. F. 9/23/83-BO.I(1)]

का० आ० 4005.—राष्ट्रीयकृत बैंक (प्रबंध और प्रकीर्ण उपबन्ध) स्कीम, 1970 के खण्ड 8 के उपखण्ड (1) के साथ पठित खण्ड 3 के उपखण्ड (क) के अनुसरण में, केन्द्रीय सरकार, भारतीय रिजर्व बैंक से परामर्श करने के पश्चात् 14 अक्टूबर, 1983 से आरम्भ होने वाली तथा 5 फरवरी

1985 को समाप्त होने वाली अवधि के लिए, एतद्द्वारा श्री एम० वल्लिनायगम को इंडियन बैंक के पूर्वाकालिक निदेशक (कार्यकारी निदेशक के रूप में पदनामित) के रूप में नियुक्त करती है।

[सं० एफ० 9/23/83-बी० ओ०—1(2)]

च० वा० मोरचन्दानी, उप सचिव।

S.O. 4005.—In pursuance of sub-clause (a) of clause 3 read with sub-clause (1) of clause 8 of the Nationalised Banks (Management and Miscellaneous Provisions) Scheme, 1970, the Central Government, after consultation with the Reserve Bank of India, hereby appoints Shri M. Vallinayagam as a whole-time Director (designated as the Executive Director) of the Indian Bank for the period commencing on October 14, 1983 and ending with February 5, 1985.

[No. F. 9/23/83-BO. I(2)]

C. W. MIRCHANDANI, Dy. Secy.

नई दिल्ली, 17 अक्टूबर, 1983

का० आ० 4006.—औद्योगिक वित्त निगम अधिनियम, 1948 (1948 का 15), की धारा 10 क की उपधारा (2) के साथ पठित धारा 10 की उपधारा (1) के खंड (क) के अनुसरण में, केन्द्रीय सरकार एतद्द्वारा, भारतीय औद्योगिक विकास बैंक के परामर्श से श्री बी० बी० सिंह को 19 अक्टूबर, 1983 से और चार वर्ष की अवधि के लिए भारतीय औद्योगिक वित्त निगम के अध्यक्ष के रूप में पुनः नियुक्त करती है।

[संख्या एफ० 9/27/83-बी० ओ०—I]

देवेन्द्र राज मेहता, संयुक्त सचिव

New Delhi, the 17th October, 1983

S.O. 4006.—In pursuance of clause (a) of sub-section (1) of section 10 read with sub-section (2) of section 10A of the Industrial Finance Corporation Act, 1948 (15 of 1948), the Central Government, after consultation with the Industrial Development Bank of India, hereby re-appoint Shri B.B. Singh as the Chairman of the Industrial Finance Corporation of India for a further term of four years with effect from 19th October, 1983.

[No. F. 9/27/83-BO.I]

DEVENDRA RAJ MEHTA, Jt. Secy.

वाणिज्य मंत्रालय
(वाणिज्य विभाग)

नई दिल्ली, 20 अक्टूबर, 1983

(रबड़ नियन्त्रण)

का०आ० 4007.—केन्द्रीय सरकार, रबड़ अधिनियम, 1947 (1947 का 24), की धारा 5 की उपधारा (2) के साथ पठित धारा 4 की उपधारा (3) के खण्ड (ग) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, भारत सरकार के वाणिज्य मंत्रालय की अधिनुज्ञता सं० का० आ० 299 (अ) तारीख 10 अप्रैल, 1981 का निम्नलिखित संशोधन करती है, अर्थात् :—

उक्त अधिसूचना में, मद 2 के मामले की प्रविष्टि के स्थान पर निम्नलिखित प्रविष्टि रखी जाएगी, अर्थात् :—

“चेव टी० यु० कुरुविला
अध्यक्ष, केरल बागान निगम।”

[फा० सं० 15/1/80-प्लांट (बी)]

बी० एम० एम० नेगी, अवर सचिव

MINISTRY OF COMMERCE

(Department of Commerce)

New Delhi, the 20th October, 1983.

RUBBER CONTROL

S.O. 4007.—In exercise of powers conferred by clause (c) of sub-section (3) of Section 4 read with sub-section (2) of Section 5 of the Rubber Act, 1947 (24 of 1947), the Central Government hereby makes the following amendment in the Notification of the Government of India in the Ministry of Commerce No. S.O. 299 (E), dated the 10th April, 1981, namely :—

In the said notification, for the entry against item No. 2, following entry shall be substituted, namely :—

“Chev T.U. Kuruvila,
Chairman,
Plantation Corporation
of Kerala.”

[File No. 15/1/80-Plant (B)]

B. M. S. NEGI, Under Secy.

विदेश मंत्रालय

(हज सैल)

नई दिल्ली, 15 सितम्बर, 1983

का० आ० 4008.—हज समिति नियमावली, 1959 (1959 का 51वां), की धारा 6 की उपधारा (1), (4) और (5) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, 25 अगस्त, 1983 को आयोजित समिति की बैठक में, हज समिति, बम्बई के अध्यक्ष पद पर श्री मोहम्मद अमीन खंडवानी, विधानसभा सदस्य (महाराष्ट्र) और उपाध्यक्ष पद पर सर्वश्री सैयद गहाबुद्दीन, संसद सदस्य और युसुफ हकीज, विधानसभा सदस्य (महाराष्ट्र) के चयन को अधिसूचित किया जाता है।

[सं० एम०/हज/118-1/15/80]

MINISTRY OF EXTERNAL AFFAIRS

(Haj Cell)

New Delhi, the 15th September, 1983

S.O. 4008.—In pursuance of sub-section (i), (4) and (5) of Section 6 of the Haj Committee Act, 1959 (No. 51 of 1959), the selection of Shri Mohammed Amin Khandwani, MLA (Maharashtra) as Chairman and S/Shri Syed Saha-buddin, M.P. and Yusuf Hafiz, MLA (Maharashtra) as Vice-Chairman of the Haj Committee, Bombay, at the meeting of the Committee held on 25th August, 1983, is hereby notified.

[No. M(Haj)/118-1/15/80]

नई दिल्ली, 16 सितम्बर, 1983

का० आ० 4009.—हज समिति नियमावली, 1959 (1959 का 51वां) की धारा 3, धारा 4 और 5 के साथ पठित, द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए भारत सरकार इसके द्वारा मौलाना मुफ्ती अलीकुर्रहमान के स्थान पर श्री अहमद अली कासमी को हज समिति में नियुक्त करती है।

[संख्या एम०/हज/(118-1/15/80)]

आरिफ कमरैन, संयुक्त सचिव

New Delhi, the 16th September, 1983

S.O. 4009.—In exercise of the powers conferred by Section 3 read with Section 4 and 5 of the Haj Committee Act, 1959 (51 of 1959), the Central Government hereby nominates Shri Ahmed Ali Qasmi to the Haj Committee vice Maulana Mufti Atiqur Rahman.

[No. M(Haj)/118-1/15/80]

A. QAMARAIN, Jt. Secy.

उद्योग मंत्रालय

(औद्योगिक विकास विभाग)

नई दिल्ली, 10 अक्टूबर, 1983

का० आ० 4010.—केन्द्रीय सरकार, राजभाषा (संघ के शासकीय प्रयोजनों के लिए प्रयोग) नियम, 1976 के नियम

10 के उपनियम (4) के अनुसरण में निम्नलिखित कार्यालयों को जिनके कर्मचारीवृन्द ने हिन्दी का कार्य माघक ज्ञान प्राप्त कर लिया है, अधिसूचित करती है :

1. नेशनल बाइसिकिल कारपोरेशन आफ इंडिया लिमिटेड, बम्बई
2. नेशनल बाइसिकिल कारपोरेशन आफ इंडिया लिमिटेड गाजियाबाद।

[संख्या ई-12012/2/82/हि० आ०]

प्रमोद चन्द्र रावल, निदेशक

MINISTRY OF INDUSTRY
(Department of Industrial Development)
New Delhi, the 10th October, 1983

S.O. 4010.—In pursuance of sub-rule (4) of rule 10 of the Official Language (Use for official purposes of the Union) Rules, 1976 the Central Government hereby notifies the following offices whose staff have acquired the working knowledge of Hindi :—

1. National Bicycle Corporation of India Ltd., Bombay.
2. National Bicycle Corporation of India Ltd., Ghaziabad (U.P.).

[No. E. 12012/2/82-HS]

P. C. RAWAL, Director

नई दिल्ली, 6 अक्टूबर, 1983

का० आ० 4011.—41,085.37 रु० (इकतालीस हजार पचासी रुपए और सैतीस पैसे) की राशि, (जिसे इसमें इसके पश्चात् उक्त राशि कहा गया है) मैसर्स न्यू इंडिया इंटरनैशनल मार्केटिंग एंड एडवर्टाइजिंग सर्विसेस, 121 एम० जी० रोड, मुम्बई-1 द्वारा, (जिसे इसमें इसके पश्चात् उक्त एन० आई० एम० ए० एस० कहा गया है) खादी और ग्रामोद्योग आयोग को (जिसे इसमें इसके पश्चात् उक्त आयोग कहा गया है) सौंपे हैं;

और, खादी और ग्रामोद्योग आयोग नियम, 1957 (जिसे इसमें इसके पश्चात् उक्त नियम कहा गया है) कि अपेक्षा-नुसार उक्त आयोग ने उक्त एन० आई० एम० ए० एस० पर एक सूचना तारीख 20 अगस्त, 1981 तामील की थी जिसमें उक्त एन० आई० एम० ए० एस० को उक्त सूचना के प्राप्त होने से तीन दिन के भीतर उक्त राशि का उक्त आयोग को सौंपा करने का निदेश दिया था, ऐसा करने में असफल रहने की दशा में उक्त आयोग उसे खादी और ग्रामोद्योग आयोग अधिनियम, (1956 का 61) की धारा 19-ख के अधीन भूराजस्व की बकाया के रूप में वसूल करने की कार्यवाही करेगा;

और, उक्त एन० आई० एम० ए० एस० ने उक्त राशि का सौंपा करने के अपने दायित्व का विरोध किया है और उस आशय की वकील की सूचना (अपने तारीख 16 सितम्बर, 1981 के पत्र द्वारा) भेजी है;

और, उक्त अभ्यावेदन के प्राप्त होने पर उक्त आयोग ने उसकी एक प्रति, उक्त नियमों के नियम 25-ख के उप-नियम (1) के अधीन केंद्रीय सरकार को यह अनुरोध करते हुए अप्रेषित की है कि उक्त एन० आई० एम० ए० एस० की ओर से उक्त आयोग को उक्त राशि का सौंपा करने के दायित्व के बारे में (तारीख 16 सितम्बर, 1981 के अपने पत्र द्वारा) इन्कार करने के बारे में प्रश्न का अवधारण करने के लिए एक अधिकरण गठित किया जाए;

अतः, अब, केंद्रीय सरकार, उक्त नियमों के नियम 25-ख के साथ पठित खादी और ग्रामोद्योग आयोग अधिनियम, 1956 (1956 का 61) की धारा 19-ख द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, एक अधिकरण गठित करती है जिसमें श्री ए० एन० केसवानी, सेवानिवृत्त जिला न्यायाधीश, 5-बी पल्लोनजी, मैसम, 43 कुफे परेड, कोलाबा, मुम्बई-5 होंगे और जिसका मुख्यालय मुम्बई में होगा और उक्त अधिकरण को इस बात का विनिश्चय करने के लिए निर्देशित करती है कि उक्त एन० आई० एम० ए० एस० द्वारा उक्त आयोग को कितनी राशि सौंपे है।

[का० सं० 12 (2) /82-के वी आई (I)]

एस० बी० गोयल, उप सचिव

New Delhi, the 6th October, 1983

S.O. 4011.—Whereas a sum of Rs. 41,085.37 (Rupees Forty one thousand eighty-five and paise thirty-seven only) hereinafter referred to as the said sum is payable by M/s. New India International Marketing and Advertising Services, 121 M. G. Road, Bombay-1 (hereinafter referred to as the said NIMAS) to the Khadi and Village Industries Commission (hereinafter referred to as the said Commission).

And whereas, as required under sub-rule (1) of rule 25A of the Khadi and Village Industries Commission Rules, 1957 (hereinafter referred to as the said rules) the said Commission caused a notice dated the 20th August, 1981 to be served on the said NIMAS directing the said NIMAS to pay the said sum to the said Commission within thirty days of the receipt of the said notice, failing which the said Commission will proceed to recover the same as arrears of land revenue under section 19B of the Khadi and Village Industries Commission Act, 1956 (61 of 1956);

And whereas, the said NIMAS has disputed its liability to pay the said sum and has sent a lawyer's notice to that effect (vide its letter dated the 16th September, 1981);

And whereas, on receipt of the said representation the said Commission forwarded a copy of the same to the Central Government under sub-rule (1) of rule 25-B of the said rules, with a request that a Tribunal may be constituted for determining the question as to the denial of liability on the part of the said NIMAS to pay the said sum to the said Commission (vide its letter dated the 16th September, 1981);

Now, therefore, in exercise of the powers conferred by section 19B of the Khadi and Village Industries Commission Act, 1956 (61 of 1956), read with rule 25-B of the said rules, the Central Government hereby constitutes a Tribunal consisting of Shri A. N. Keswani Retired District Judge, 5-B Pallonji Mansion, 43-Cuffe Parade, Colaba, Bombay-5, with headquarters at Bombay and refer to the said Tribunal for decision as to what sum is payable by the said NIMAS to the said Commission.

[File No. 12(2)/82-KVI(1)]

S. B. GOEL, Dy. Secy

स्वास्थ्य और परिवार कल्याण मंत्रालय

(स्वास्थ्य विभाग)

नई दिल्ली, 19 मिनम्बर, 1983

का० आ० 4012 — भारतीय आयुर्विज्ञान परिषद् अधिनियम, 1956 (1956 का 102) की धारा ii की उप-धारा (2) द्वारा प्रदत्त शक्तियों का प्रयोग करने हुए केन्द्रीय सरकार, भारतीय आयुर्विज्ञान परिषद् से परामर्श करने के पश्चात् एतद्वारा उक्त अधिनियम का पहली अनुसूची में निम्नलिखित और मणोशन करणी है, अर्थात् :—

(1) राष्ट्रीय परीक्षा बोर्ड, नई दिल्ली में संबंधित प्रविष्टियों में "सैम्बरशिप आफ नेशनल एकेडमी आफ मेडिकल साइंस (माइक्रोबायोलॉजी) एम० एन० ए० एम० एम० (माइक्रो)" प्रविष्टि के बाद निम्नलिखित प्रविष्टियाँ रखी जाएँ, अर्थात् :—

"सैम्बरशिप आफ द नेशनल एकेडमी एम० एन० ए० एम० एम० (फेमिली आफ मेडिकल साइंस (फेमिली मेडि०)
सैम्बरशिप आफ द नेशनल एकेडमी एम० एन० ए० एम० एम०
आफ मेडिकल साइंस (बायो- (बायो केम०)
केमिस्ट्री)
सैम्बरशिप आफ द नेशनल एकेडमी एम० एन० ए० एम० एम०
आफ मेडिकल साइंस (स्यूक्लियर (स्यूक्लियर मेडि०)
मेडिसिन)
सैम्बरशिप आफ द नेशनल एकेडमी एम० एन० ए० एम० एम०
आफ मेडिकल साइंस (क्लिनिकल (क्लिनिकल फार्माकोलॉजी एंड
फार्माकोलॉजी एंड थेरेप्यूटिक्स) थेरेप्यूटिक्स)

"राष्ट्रीय परीक्षा बोर्ड, नई दिल्ली द्वारा प्रदत्त विभिन्न विषयों में एम० एन० ए० एम० एम० अर्हताएं जैसा कि इस अनुसूची में उल्लिखित है, केवल सभी मान्य चिकित्सा अर्हताएं होगी जब वे 30 अगस्त, 1982 को अथवा इससे पहले प्रदान की जाएंगी।"

(2) राष्ट्रीय परीक्षा बोर्ड, नई दिल्ली द्वारा की गई चिकित्सा अर्हताओं का नाम एम० एन० ए० एम० एम० (सैम्बरशिप आफ द नेशनल एकेडमी आफ मेडिकल साइंस) से बदलकर डिप्लोमेट एन० बी० (डिप्लोमेट नेशनल बोर्ड) किए जाने के परिणामस्वरूप, राष्ट्रीय परीक्षा बोर्ड, नई दिल्ली से संबंधित प्रविष्टियों में एम० एन० ए० एम० एम० अर्हताओं के फुट नोट के बाद निम्नलिखित प्रविष्टियाँ रखी जाएँ, अर्थात् :—

"राष्ट्रीय परीक्षा बोर्ड, नई दिल्ली द्वारा प्रदत्त विभिन्न विषयों की डिप्लोमेट एन० बी० अर्हताएं सभी मान्य चिकित्सा अर्हताएं होगी जब वे 30 अगस्त, 1982 को अथवा इससे पहले प्रदान की जाएगी। डिप्लोमेट नेशनल बोर्ड ... डिप्लोमेट एन० बी० (फि०)

(फिजियोलॉजी)
डिप्लोमेट नेशनल बोर्ड ... डिप्लोमेट एन० बी० (जन० मेडि०)
(जनरल मेडिसिन)

डिप्लोमेट नेशनल बोर्ड (जनरल सर्जरी) ... डिप्लोमेट एन० बी० (जन० स०)

डिप्लोमेट नेशनल बोर्ड ... डिप्लोमेट एन० बी० (ओ०

आब्स्टेट्रिक्स एंड गान्थोकाइज) गान्थ०)

डिप्लोमेट नेशनल बोर्ड ... डिप्लोमेट एन० बी० (आपथ०)

(आपथलमालोजी)

डिप्लोमेट नेशनल बोर्ड (एन० ... डिप्लोमेट एन० बी० (एनी०)

मिथियोलॉजी)

डिप्लोमेट नेशनल बोर्ड (सोशल, ... डिप्लोमेट एन० बी० (सो०,

प्रिवेन्टिव मेडिसिन) प्रि० मे०)

डिप्लोमेट नेशनल बोर्ड ... डिप्लोमेट एन० बी० (साइ०)

(साइकाइटी)

डिप्लोमेट नेशनल बोर्ड ... डिप्लोमेट एन० बी० (पीडि०)

(पीडियाट्रिक्स)

डिप्लोमेट नेशनल बोर्ड ... डिप्लोमेट एन० बी० (आर्थो०)

(आर्थोपीडिक्स)

डिप्लोमेट नेशनल बोर्ड (रेडियो- ... डिप्लोमेट एन० बी० (रेडियो-

डाइग्नोसिस)

डिप्लोमेट नेशनल बोर्ड (रेडियो- ... डिप्लोमेट एन० बी० (रेडियो-

थिरेपी)

डिप्लोमेट नेशनल बोर्ड (रैन्थ ... डिप्लोमेट एन० बी० (रैन्थ एंड०

एडमिनिस्ट्रेशन इन्फ्लुइन्स इन्फ्लुइन्स होस्पिटल एडमिनिस्ट्रेशन)

डिप्लोमेट-नेशनल बोर्ड (आटो- ... डिप्लोमेट एन० बी० (आटो०

रिगिनेरगोलोजी)

डिप्लोमेट नेशनल बोर्ड (डर्माटो- ... डिप्लोमेट एन० बी० (डर्म०

नोजी एंड वैनरिओनोजी)

डिप्लोमेट नेशनल बोर्ड (पैथोलॉजी) ... डिप्लोमेट एन० बी० (पैथ०)

डिप्लोमेट नेशनल बोर्ड (रेमपीरेटरी ... डिप्लोमेट एन० बी० (रेमपी०

डिमीजिज)

डिप्लोमेट नेशनल बोर्ड (न्यूरो-सर्जरी) ... डिप्लोमेट एन० बी० (न्यूरो सर्ज०)

डिप्लोमेट नेशनल बोर्ड (पीडिएट्रिक्स ... डिप्लोमेट एन० बी० (पीडि०

सर्जरी)

डिप्लोमेट नेशनल बोर्ड (न्यूरोलॉजी) ... डिप्लोमेट एन० बी० (न्यूरो०)

डिप्लोमेट नेशनल बोर्ड (प्लास्टिक ... डिप्लोमेट एन० बी० (प्लास्टिक

सर्जरी)

डिप्लोमेट नेशनल बोर्ड (जैनिटो- ... डिप्लोमेट एन० बी० (जैनिटो-

यूरिनी सर्जरी)

डिप्लोमेट नेशनल बोर्ड (कार्डियो- ... डिप्लोमेट एन० बी० (कार्डियो

थोरेमिक सर्जरी)

डिप्लोमेट नेशनल बोर्ड (फिजिकल ... डिप्लोमेट एन० बी० (फि०

मेडिसिन एंड रिहैबिलिटेशन)

डिप्लोमेट नेशनल बोर्ड (फोरेन्सिक ... डिप्लोमेट एन० बी० (फोरे

मेडिसिन)

डिप्लोमेट नेशनल बोर्ड (मेटर्नल एंड ... डिप्लोमेट एन० बी० (मेट० एंड

चाइल्ड हेल्थ)

डिप्लोमेट नेशनल बोर्ड (नेफोलॉजी) ... डिप्लोमेट एन० बी० (नेफो०)

डिप्लोमेट नेशनल बोर्ड (कार्डियो- ... डिप्लोमेट एन० बी० (कार्डि०

लाजी)

डिप्लोमेट नेशनल बोर्ड (नेस्ट्रो- ... डिप्लोमेट एन० बी० (नेस्ट्रो-

एन्टरिओलॉजी)

डिप्लोमेट नेशनल बोर्ड (साइको- ... डिप्लोमेट एन० बी० (साइको-

बायोलॉजी)

डिप्लोमेट नेशनल बोर्ड (फैमिली ... डिप्लोमेट एन० बी० (फैमिली-

मेडिसिन)

डिप्लोमेट नेशनल बोर्ड (पैथोलॉजी) ... डिप्लोमेट एन० बी० (पैथ०)

डिप्लोमेट नेशनल बोर्ड (बायो- ... डिप्लोमेट एन० बी० (बायो-केम०)

केमिस्ट्री)

डिप्लोमेट नेशनल बोर्ड (न्यूक्लियर ... डिप्लोमेट एन० बी० (न्यूक्लियर

मेडिसिन)

डिप्लोमेट नेशनल बोर्ड (क्लिनिकल ... डिप्लोमेट एन० बी० (क्लिनिकल

फार्माकोलॉजी एंड थेरेप्यूटिक्स)

[स० बी० 11015/17/83-एम० ई० (नोनि)]

प्रकाश चन्द्र जैन, अव्वर सचिव

MINISTRY OF HEALTH AND FAMILY WELFARE

(Department of Health)

New Delhi, the 19th September, 1983

S.O. 4012.—In exercise of the powers conferred by sub-section (2) of section ii of the Indian Medical Council Act, 1956 (102 of 1956), the Central Government after consulting the Medical Council of India, hereby makes the following further amendments in the First Schedule to the Act, namely:—

(i) In the entries relating to National Board of Examinations, New Delhi, after the entry "Membership of National Academy of Medical Sciences (Microbiology)—M.N.A.M.S. (Micro.)" the following shall be inserted, namely:—

"Membership of the National M.N.A.M.S. (Family Med.)
Academy of Medical Sciences
(Family Medicine)

Membership of the National M.N.A.M.S. (Biochem.)
Academy of Medical Sciences
(Biochemistry)

Membership of the National M.N.A.M.S. (Nuclear Med.)
Academy of Medical Sciences
(Nuclear Medicine)

Membership of the National M.N.A.M.S. (Clinical Phar-
Academy of Medical Sciences macology & Thera.)
Clinical Pharmacology and
Therapeutics)

"The M.N.A.M.S. qualifications in various disciplines granted by the National Board of Examinations, New Delhi as included in this Schedule, shall be recognised medical qualifications only when granted on or before 30th August, 1982."

(ii) As a result of the change of nomenclature of the medical qualifications granted by the National Board of Examinations New Delhi from M.N.A.M.S. (Membership of the National Academy of Medical Sciences) to Diplomate N.B. (Diplomate National Board) in the entries relating to National Board of Examinations, New Delhi, after the foot note relating to M.N.A.M.S., qualifications the following entries shall be inserted, namely:—

"The Diplomate N.B. qualifications in various granted by the National Board of Examinations, New Delhi shall be recognised medical qualifications when granted on or after 30th August, 1982."

Diplomate National Board (Physiology)	Diplomate N.B. (Phy.)
Diplomate National Board (General Medicine)	Diplomate N.B. (Genl. Med.)
Diplomate National Board (General Surgery)	Diplomate N.B. (Genl. Surg.)
Diplomate National Board (Obst. and Gynae.)	Diplomate N.B. (Obst. and Gynae.)
Diplomate National Board (Ophthalmology)	Diplomate N.B. (Ophth.)
Diplomate National Board (Anaes. thesiology)	Diplomate N.B. (Anaes.)
Diplomate National Board (Social and Preventive Medi- cine)	Diplomate N.B. (S.P.M.)
Diplomate National Board (Psychiatry)	Diplomate N.B. (Psy.)

Diplomate National Board (Paediatrics)	Diplomate N.B. (Paed.)
Diplomate National Board (Orthopaedics)	Diplomate N.B. (Ortho.)
Diplomate National Board (Radio-diag.)	Diplomate N.B. (Radiodiag.)
Diplomate National Board (Radiotherapy)	Diplomate N.B. (Radiotherapy)
Diplomate National Board (Health Administration inclu- ding Hospital Administration)	Diplomate N.B. (Health Admn. including Hospital Admn.)
Diplomate National Board (Oto-mirolaryngology).	Diplomate N.B. (Oto-Rhino- laryngology)
Diplomate National Board (Dermatology and Venereology)	Diplomate N.B. (Derm and Vener.)
Diplomate National Board (Pathology)	Diplomate N.B. (Path.)
Diplomate National Board (Respiratory Diseases)	Diplomate N.B. (Resp. Diseas)
Diplomatic National Board (Neuro-Surgery)	Diplomatic N.B. (Neuro-Surg.)
Diplomate National Board (Paediatrics surgery).	Diplomate N.B. (Paed. Surg.)
Diplomate National Board (Neurology)	Diplomate N.B. (Neur.)
Diplomate National Board (Plastic Surgery)	Diplomate N.B. (Plastic Surg.)
Diplomate National Board (Genito-Urinary-Surgery)	Diplomate N.B. (Genito- Urinary Surg.)
Diplomate National Board. (Cardio-Thoracic Surgery)	Diplomate N.B. (Cardio-Thoracic Surg.)
Diplomate National Board (Physical Medicine and Rehabilitation)	Diplomate N.B. (Phy. Med. & Rehab.)
Diplomate National Board (Foreign Medicine)	Diplomate N.B. (Foren. Med.)
Diplomate National Board (Maternal and Child Health)	Diplomate N.B. (Mat. & Child Health)
Diplomate National Board (Nephrology)	Diplomate N.B. (Nepn.)
Diplomate National Board (Cardiology)	Diplomate N.B. (Card.)
Diplomate National Board (Gastro-Enterology).	Diplomate N.B. (Gastro- enterology.)
Diplomate National Board (Microbiology)	Diplomate N.B. (Micro.)
Diplomate National Board (Family Medicine)	Diplomate N.B. (Family Med.)
Diplomate National Board (Pathology)	Diplomate N.B. (Path.)
Diplomate National Board (Biochemistry)	Diplomate N.B. (Biochem.)
Diplomate National Board (Nuclear Medicine)	Diplomate N.B. (Nuclear Med.)
Diplomate National Board (Clinical Pharmacology and Therapeutics)	Diplomate N.B. (Clinical Pharm. & therapeutics).

[No. V. 11015/17/83-M.E. (Policy)]

P. C. JAIN, Under Secy.

नई दिल्ली, 15 अक्तूबर, 1983

का० आ० 4013—स्नातकोत्तर चिकित्सा शिक्षा और अनुसंधान संस्थान, चण्डीगढ़ अधिनियम, 1966 (1966 का 51वा) की धारा 5 के खण्ड (घ) के अनुसरण में केन्द्रीय सरकार एतद्द्वारा स्वास्थ्य और परिवार कल्याण मंत्रालय में संयुक्त सचिव और वित्तीय सलाहकार श्री आर. एम. भार्गव को श्री आर. आर. गुप्ता के स्थान पर स्नातकोत्तर चिकित्सा शिक्षा और अनुसंधान संस्थान, चण्डीगढ़ के एक सदस्य के रूप में मनोनीत करती है और भारत सरकार के स्वास्थ्य एवं परिवार कल्याण मंत्रालय की 29 सितम्बर, 1982 की अधिसूचना संख्या बी. 17020/135/81-एम. ई. (पी. जी.) में निम्नलिखित संशोधन करती है :—

उक्त अधिसूचना में क्रम संख्या 1 और उससे संबंधित प्रविष्टियों के स्थान पर निम्नलिखित प्रतिस्थापित किया जाए :—

“1. श्री आर. एम. भार्गव

संयुक्त सचिव (वित्तीय सलाहकार)

स्वास्थ्य और परिवार कल्याण मंत्रालय

—वित्त मंत्रालय के प्रतिनिधि।”

[संख्या बी. 17020/61/83-एम. ई. (पी. जी.)]

प्रकाश चन्व जैन, अवसर सचिव

New Delhi, the 15th October, 1983

S.O. 4013.—In pursuance of clause (d) of section 5 of the Post-Graduate Institute of Medical Education and Research, Chandigarh, Act, 1966 (51 of 1966), the Central Government hereby nominates Shri. R.M. Bhargava, Joint Secretary and Financial Adviser, Ministry of Health & Family Welfare, to be a member of the Post-Graduate Institute of Medical Education and Research, Chandigarh, vice Shri. R.R. Gupta, and makes the following amendment in the notification of the Government of India in the Ministry of Health & Family Welfare No. V. 17020/135/81-ME(PG), dated the 29th September 1982.

In the said notification, for S. No. 1 and the entries relating thereto, the following shall be substituted namely.—

“1. Shri R. M. Bhargava,
Joint Secretary (F.A.),
Ministry of Health &
Family Welfare

Representative of
the Ministry of
Finance.”

[No. V. 17020/61/83-ME(PG)]

P.C. JAIN, Under Secy

ऊर्जा मंत्रालय

(पेट्रोलियम विभाग)

नई दिल्ली, 17 सितम्बर, 1983

का०आ० 4014—यन पेट्रोलियम और खनिज पार्श्वपलाईन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) के अधीन भारत सरकार के पेट्रोलियम

रसायन और उर्वरक मंत्रालय (पेट्रोलियम विभाग) की अधिसूचना का०आ० सं० 1572 तारीख 3/3/83 द्वारा केन्द्रीय सरकार ने उम अधिसूचना में सलग्न अनुसूची में विनिर्दिष्ट भूमियों के उपयोग के अधिकार की पार्श्वपलाईन को बिछाने के प्रयोजन के लिए अर्जन करने का अपना आणख घोषित कर दिया था।

और यन समझ प्राधिकारी ने उक्त अधिनियम की धारा 6 की उपधारा (1) के अधीन सरकार को रिपोर्ट दे दी है।

और आगे, यन केन्द्रीय सरकार ने उक्त रिपोर्ट पर विचार करने के पश्चात् इस अधिसूचना में सलग्न अनुसूची में विनिर्दिष्ट भूमियों में उपयोग का अधिकार अर्जन करने का विनिर्णय किया है।

अब, अत उक्त अधिनियम की धारा 6 की उपधारा (1) द्वारा प्रदत्त शक्ति का प्रयोग करत हुए केन्द्रीय सरकार एतद्द्वारा घोषित करती है कि इस अधिसूचना में सलग्न अनुसूची में विनिर्दिष्ट उक्त भूमियों में उपयोग का अधिकार पार्श्वपलाईन बिछाने के प्रयोजन के लिए एतद्द्वारा अर्जन किया जाता है।

और आगे उम धारा की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करने हुए केन्द्रीय सरकार निर्देश देती है कि उक्त भूमियों में उपयोग का अधिकार केन्द्रीय सरकार में विहित होन के बजाय तेल और प्राकृतिक गैस आयोग में, सभी बाधाओं में भुक्त रूप में, घोषणा के प्रकाशन की इस तारीख को निहित होगा।

अनुसूची

विरमगाम से मी०टी०एफ० कलाव तक पार्श्वपलाईन बिछाने के लिए।

राज्य गुजरात	ज़िला मेहसाना	तालुका कडी		
गांव	सर्वे न०	हेक्टर	एआरई	सेन्टी-यर
बडावी	886	0	12	00
	887	0	14	25
	892/4	0	00	15
	889/1	0	05	10
	889/2	0	05	40
	890	0	09	75
	903/पी	0	08	85
	903/पी	0	09	90
	905/1	0	09	75
	905/2	0	09	00
	910	0	14	25
	911/1	0	06	15
	911/2	0	06	55
	911/3	0	00	20
	काटे ट्रेक	0	01	20
	11/1	0	05	70
	12/4	0	00	10
	12/5	0	00	25
	12/6	0	18	75
	10	0	00	50
	9	0	27	40
	2	0	01	25
	8	0	09	75
	7/2	0	02	50
	3/2/ए	0	02	80
	3/2/बी	0	02	90
	3/1/ए	0	04	77
	4/2	0	02	00
	4/1	0	03	00

1	2	3	4	5
	काटे ट्रेक	0	05	85
	240/1	0	05	70
	239	0	00	15
	240/3	0	00	25
	242	0	07	95
	काटे ट्रेक	0	01	20
	251/2	0	00	20
	251/1	0	07	20
	249	0	12	75
	259	0	07	35
	252	0	00	15
	260/1	0	04	50
	260/2	0	04	80
	261/1	0	07	50
	261/2	0	01	50
	262/1	0	01	50
	262/2	0	08	25
	काटे ट्रेक	0	01	05
	351	0	01	85
	350/2	0	03	90
	352/2	0	03	00
	353	0	06	00
	354/1	0	05	85
	355/1	0	06	30
	356/1	0	03	75
	356/2	0	01	75
	357/1	0	01	50
	347/2	0	02	00
	344/1	0	06	55
	344/3	0	05	85
	343	0	02	40
	341/1/सी	0	08	55
	341/1/बी	0	02	62
	341/1/ए	0	08	70
	काटे ट्रेक	0	01	05
	378	0	05	20
	379	0	02	54
	381/1	0	01	20
	392	0	14	75
	391	0	04	50
	383/1	0	00	15
	390/1	0	08	85
	390/2	0	07	65
	389	0	18	00
	415	0	00	75
	414/3	0	04	40
	414/4	0	04	50
	414/5	0	00	40
	416	0	09	25
	419/3	0	05	60
	419/4	0	04	25
	418/बी	0	01	75
	420/1	0	05	55
	420/2	0	06	60
	421/1	0	13	80

MINISTRY OF ENERGY

(Department of Petroleum)

New Delhi, the 17th September, 1983

S.O. 4014.—Whereas by notification of the Government of India in the Ministry of Petroleum, Chemicals and Fertilizer, (Department of Petroleum) S.O. 1572 dated 3rd March 1983 under sub-section (1) of Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government declared its intention to acquire the right of user in the lands specified in the schedule appended to that notification for the purpose of laying pipeline;

And whereas the Competent Authority has under Sub-Section (1) of Section 6 of the said Act, submitted report to the Government;

And further whereas the Central Government has, after considering the said report, decided to acquire the right of user in the lands specified in the schedule appended to this notification;

Now, therefore, in exercise of the power conferred by sub-section (1) of the Section 6 of the said Act, the Central Government hereby declares that the right of user in the said lands specified in the schedule appended to this notification hereby acquired for laying the pipeline;

And further in exercise of power conferred by sub-section (4) of that section, the Central Government directs that the right of user in the said lands shall instead of vesting in the Central Government vests on this date of the publication of this declaration in the Oil & Natural Gas Commission free from encumbrances.

SCHEDULE

Pipeline from Viramgam to C.T.F. Kalol				
State : Gujarat	District : Mehsana		Taluka : Kadi	
Village	Survey No.	Hectare	Are	Centiare
1		3	4	5
Vadavi	886	0	12	00
	887	0	14	25
	892/4	0	00	15
	889/1	0	05	10
	889/2	0	05	40
	890	0	09	75
	903/P	0	08	85
	903/P	0	09	90
	905/1	0	09	75
	905/2	0	09	00
	910	0	14	25
	911/1	0	06	15
	911/2	0	06	55
	911/3	0	00	20
	Cart track	0	04	20
	11/1	0	05	70
	12/4	0	00	10
	12/5	0	00	25
	12/6	0	18	75
	10	0	00	50
	9	0	27	40
	2	0	01	25
	8	0	09	75
	7/2	0	02	50
	3/2/A	0	02	80
	3/2/B	0	02	90
	3/1/A	0	04	77
	4/2	0	02	00
	4/1	0	03	00
	Cart track	0	05	85

1	2	3	4	5
	240/1	0	05	70
	239	0	00	15
	240/3	0	00	25
	242	0	07	95
	Cart track	0	01	20
	251/2	0	00	20
	251/1	0	07	20
	249	0	12	75
	259	0	07	35
	252	0	00	15
	260/1	0	04	50
	260/2	0	04	80
	261/1	0	07	50
	261/2	0	01	50
	262/1	0	01	50
	262/2	0	08	25
	Cart track	0	01	05
	351	0	01	85
	350/2	0	03	90
	352/2	0	03	00
	353	0	06	00
	354/1	0	05	85
	355/1	0	06	30
	356/1	0	03	75
	356/2	0	01	75
	357/1	0	01	50
	347/2	0	02	00
	344/1	0	06	55
	344/3	0	05	85
	343	0	02	40
	341/1/C	0	08	55
	341/1/D	0	02	62
	341/1/A	0	08	70
	Cart Track	0	01	05
	378	0	05	20
	379	0	02	54
	381/1	0	01	20
	392	0	14	75
	391	0	04	50
	383/1	0	00	15
	390/1	0	08	85
	390/2	0	07	65
	389	0	18	00
	415	0	00	75
	414/3	0	04	40
	414/4	0	04	50
	414/5	0	00	40
	416	0	09	25
	419/3	0	05	60
	419/4	0	04	25
	418/P	0	01	75
	420/1	0	05	55
	420/2	0	06	60
	421/1	0	13	80

[No. 12016/7/83-Prod.]

नई दिल्ली, 11 अक्टूबर, 1983

का० आ० 4015 ---यतः पेट्रोलियम और खनिज पाईप-
लाइन (भूमि के उपयोग के अधिकार का अर्जन) अधिनियम
1962 (1962 का 50) की धारा 3 की उपधारा (1)
के अधीन भारत सरकार के ऊर्जा मंत्रालय (पेट्रोलियम विभाग)

की अधिसूचना का० आ० सं० 4005 तारीख 4 दिसम्बर,
1982 द्वारा केन्द्रीय सरकार ने उस अधिसूचना से संलग्न
अनुसूची में विनिर्दिष्ट भूमियों के उपयोग के अधिकार को
पाइप लाइन को बिछाने के प्रयोजन के लिए अर्जित करने का
अपना आणव्य घोषित कर दिया था।

और यतः सक्षम प्राधिकारी ने उक्त अधिनियम की धारा
6 की उपधारा (1) के अधीन सरकार को रिपोर्ट दे दी है।

और आगे, यतः केन्द्रीय सरकार ने उक्त रिपोर्ट पर विचार
करने के पश्चात् इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट
भूमियों में उपयोग का अधिकार अर्जित करने का
विनिश्चय किया है।

अब अतः उक्त अधिनियम की धारा 6 की उपधारा (1)
द्वारा प्रदत्त अधिकारों का प्रयोग करते हुए केन्द्रीय सरकार
एतद्द्वारा घोषित करती है, कि इस अधिसूचना से संलग्न
अनुसूची में विनिर्दिष्ट उक्त भूमियों में उपयोग का अधिकार
पाईप लाइन बिछाने के प्रयोजन के लिए एतद्द्वारा अर्जित
किया जाता है।

और आगे उस धारा की उपधारा (4) द्वारा प्रदत्त
अधिकारों का प्रयोग करते हुए केन्द्रीय सरकार निर्देश देती
है कि उक्त भूमियों में उपयोग का अधिकार केन्द्रीय सरकार में
निहित होने के बजाए हिन्दुस्तान पेट्रोलियम कॉर्पोरेशन
लिमिटेड में सभी बाधाओं से मुक्त रूप में घोषणा के प्रकाशन
की इस तारीख से निहित होगा।

[सं० क्रमांक 0-12016/49/82-प्रोड०]

अनुसूची

एल० ए० केस नम्बर 16/82

पाईप लाइन कानूनों से जाम्बून तक,

तालुका : माधल

जिला : पुणे

महाराष्ट्र

गांव	खसरा नम्बर	हिस्सा नम्बर	क्षेत्रफल	
			हेक्टर	एयर
1	2	3	4	5
जाम्बूल	239 का भाग	---	00	60
	240 "	---	00	60
	168 "			
	169 "			
	170 "			
	171 "	---	00	19
	172 "			
	173 "			
	174 "			
	175 "			
	256 "	---	00	23

1	2	3	4	5	1	2	3	4	5
	268 का भाग	--	00	23	कान्हे	228 का भाग	--	00	05
	252 "					229 "			
	253 "	--	00	12		327 "	--	00	02
	254 "					330 "			
	255 "					334 "	--	00	29
	241 "	—	00	20		326 "	--	00	14
	251 "					53 "			
	261 "					54 "			
	262 "					55 "			
	274 "	--	00	25		257 "	--	00	41
	275 "					258 "			
	277 "					259 "			
	291 "					260 "			
	292 "					261 "			
	296 "	--	00	34		262 "			
	297 "					263 "			
	299 "				कान्हे	264 का भाग			
	300 "					265 "			
	301 "					266 "			
	302 "					267 "	--	00	41
	303 "					268 "			
						269 "			
						270 "			
	293 का भाग					282 "			
	294 "	--	00	09		283 "	--	00	13
	295 "					284/2 "			
	296 "								
	297 "					284 "	--	00	04
	298 "					288 "	--	00	29
	299 "	--	00	39		292 "	--	00	32
	304 "					293 "	--	00	22
	307 "					312 "			
	332(1ए 1 का भाग)					314 "	--	00	27
	332/(1ए 2 का भाग)	--	00	03		311 "	--	00	43
	332(1ए 3 का भाग)					316 "	--	00	08
	333 का भाग)					315 "	--	00	37
	334 "					512/2 "			
	335 "					512/1 "	--	00	19
	336 "					521 "			
	342 "					522 "			
	351 "					523 "	--	00	17
	352 "					524 "			
	353 "	--	00	73		540 "	--	00	16
	354 "					536 "			
	361 "					537 "			
						538 "	--	00	17
						539 "			
कान्हे	224 "	--	00	05		541 "			

1	2	3	4	5	Village	Survey No./Gat No.	Hissa No.	Area	
								H	R
	532	"	—	00	10				
	535	"	—	00	01	Jambhul	174 Part	—	
	533	"	—	00	43		175 Part	—	
	460	"	—	00	45		256 Part	—	00 23
							268 Part	—	
कान्हे	452 का भाग	}					252 Part	—	
	453 "						253 Part	—	00 12
	454 "						254 Part	—	
	455 "						255 Part	—	
	456 "		—	00	04		241 Part	—	00 20
	457 "						251 Part	—	
	458 "						261 Part	—	
	459 "		—	00	34		262 Part	—	
							274 Part	—	00 25
							275 Part	—	
							277 Part	—	
							291 Part	—	
							292 Part	—	
							296 Part	—	
							297 Part	—	
							299 Part	—	
							300 Part	—	00 34
							301 Part	—	
							302 Part	—	
							303 Part	—	
							293 Part	—	
							294 Part	—	00 09
							295 Part	—	
							296 Part	—	
							297 Part	—	
							298 Part	—	00 39
							299 Part	—	
							304 Part	—	
							307 Part	—	
							332 (1 A 1 Part)	—	
							332 (1 A 2 Part)	—	
							332 (1 A 3 Part)	—	
							333 Part	—	00 03
							334 Part	—	
							335 Part	—	
							336 Part	—	
							342 Part	—	
							351 Part	—	
							352 Part	—	
							353 Part	—	00 73
							354 Part	—	
							361 Part	—	

[क्रमांक O-12016/49/82-प्रोड०]

New Delhi, the 11th October, 1983

S.O. 4015.—Whereas by a notification of Government of India in the Ministry of Energy (Department of Petroleum) S.O. 4005 (No. 12016/49/82-Prod) dated 4-12-82 under sub-section (1) of Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962) the Central Government declared its intention to acquire the Right of User in the Lands specified in the schedule appended to that notification for the purpose of laying pipeline.

And whereas the Competent Authority has under sub-section (1) of Section 6 of the said Act submitted report to the Government.

And further the Central Government has after considering the said report, decided to acquire the right of user in the Lands specified in the schedule appended to this notification.

Now therefore, in exercise of the power conferred by sub-section (1) of Section 6 of the said Act the Central Government hereby declares that the right of user in the said lands specified in the schedule appended to this notification are hereby acquired for laying the pipelines.

And further, in exercise of the power conferred by sub-section (4) of that section, the Central Government directs that the right of user in the said lands shall instead of vesting in the Central Government vest on this date of the publication of this declaration in the Hindustan Petroleum Corp. Ltd. Bombay free from all encumbrances.

L.A. CASE No. 16/82

SCHEDULE

Pipeline from : Village Jambhul to Kanhe

Taluka : Mawal, Dist : Pune, Maharashtra

Village	Survey No./Gat No.	Hissa	Area	
			H	R
Jambhul	239 Part	—	00	60
	240 Part	—	00	60
	168 Part	—		
	169 Part	—		
	170 Part	—		
	171 Part	—	00	19
	172 Part	—		
	173 Part	—		

Kanhe	224 Part	—		
	228 Part	—	00	05
	229 Part	—		
	327 Part	—	00	02
	330 Part	—		
	334 Part	—	00	29
	326 Part	—	00	14
	53 Part	—		
	54 Part	—		
	55 Part	—		
	56 Part	—		
	257 Part	—		

Village	Survey No./Gat No.	Hissa No	Area	
			H—R	
Kanhe	258 Part	—		
	259 Part	—		
	260 Part	—		
	261 Part	—		
	262 Part	—		
	263 Part	—		
	264 Part	—	00	41
	265 Part	—		
	266 Part	—		
	267 Part	—		
	268 Part	—		
	269 Part	—		
	270 Part	—		
	282 Part	—		
	283 Part	—	00	13
	284/2 Part	—		
	284 Part	—	00	04
	288 Part	—	00	29
	292 Part	—	00	32
	293 Part	—	00	22
	312 Part	—	00	27
	314 Part	—		
	311 Part	—	00	43
	316 Part	—	00	08
	315 Part	—	00	37
	512/2 Part	—	00	19
	512/1 Part	—		
	521 Part	—		
	522 Part	—	00	17
	523 Part	—		
	524 Part	—		
	540 Part	—	00	16
	536 Part	—		
	537 Part	—		
	538 Part	—	00	17
	539 Part	—		
	541 Part	—		
	532 Part	—	00	10
Kanhe	535 Part	—	00	01
	533 Part	—	00	43
	460 Part	—	00	45
	452 Part	—		
	453 Part	—		
	454 Part	—		
	455 Part	—	00	04
	456 Part	—		
	457	—		
	458 Part	—		
	459 Part	—	00	34

[No. O 1216/49/82 Prod.]

नई दिल्ली, 19 अक्टूबर, 1983

का० आ० 4016—यतः पेट्रोलियम और खनिज पाईपलाईन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) के अधीन भारत सरकार के ऊर्जा (पेट्रोलियम विभाग) की अधिसूचना का. आ. सं० 2759 तारीख 13-6-83 द्वारा केन्द्रीय सरकार ने उस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमियों

के उपयोग के अधिकार की पाइप लाईनों को बिछाने के प्रयोजन के लिए अर्जित करने का अपना आशय घोषित कर दिया था।

और यतः समक्ष प्राधिकारी ने उक्त अधिनियम की धारा 6 की उपधारा (1) के अधीन सरकार को रिपोर्ट दे दी है।

और आगे, यतः केन्द्रीय सरकार ने उक्त रिपोर्ट पर विचार करने के पश्चात् इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमियों में उपयोग का अधिकार अर्जित करने का विनिश्चय किया है।

अब, अतः उक्त अधिनियम की धारा 6 की उपधारा (1) द्वारा प्रदत्त शक्ति का प्रयोग करते हुए केन्द्रीय सरकार एतद्वारा घोषित करती है कि इस अधिसूचना में संलग्न अनुसूची में विनिर्दिष्ट उक्त भूमियों में उपयोग का अधिकार पाइपलाईन बिछाने के प्रयोजन के लिए एतद्वारा अर्जित किया जाना है।

और आगे उस धारा की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार निर्देश देती है कि उक्त भूमियों में उपयोग का अधिकार केन्द्रीय सरकार में विहित होने के बजाय तेल और प्राकृतिक गैस आयोग में, सभी बाधाओं से मुक्त रूप में, घोषणा के प्रकाशन की इस तारीख को निहित होगा।

अनुसूची

विरमगाम से सी० टी० एफ० कलोल

राज्य :	गुजरात	जिला :	मेहसाणा	तालुका	कलोक
गांव	ब्लॉक नं०	हेक्टर	एआरई	सेन्टीयर	
वांसगड़ा		519	0	06	90
		521	0	01	60
		522	0	08	36
		523	0	05	04
		524	0	08	40
		526	0	11	10
		527	0	01	74
		564	0	06	96
		528	0	03	00
		529	0	02	85
		531	0	05	25
		532	0	05	85
		533	0	20	85
		538	0	06	80
		537	0	10	80
कार्ट ट्रक			0	00	90
		656	0	08	90
		662	0	13	90
		661	0	11	10
		5	0	06	75
		5	0	17	25

1	2	3	4	5
	131	0	40	60
	133	0	09	88
	130	0	01	25
	141	0	00	10
	144	0	04	50
	145	0	09	45
	146	0	00	15
	148	0	06	60
	147	0	02	55
	150	0	22	20
	157	0	05	20
	156	0	00	50
कार्ट ट्रक		0	01	05
	178	0	18	00
	190	0	10	65
	176	0	08	80
	191	0	00	20
	192	0	21	00

[सं० O-12016/51/83-प्रोड०]

राजेंद्र सिंह, निर्देशक

New Delhi the 19th October, 1983

S.O. 4016.—Whereas by notification of the Government of India in the Ministry of Energy, (Department of Petroleum) S.O. 2759 dated 13-6-83 under sub-section (1) of Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government declared its intention to acquire the right of user in the lands specified in the schedule appended to that notification for the purpose of laying pipeline ;

And whereas the Competent Authority has under Sub-Section (1) of Section 6 of the said Act, submitted report to the Government;

And further the Central Government has after considering the said report decided to acquire the right of user in the Lands specified in the schedule appended to this notification

Now, therefore, in exercise of the power conferred by sub-section (1) of the Section 6 of the said Act, the Central Government hereby declares that the right of user in the said lands specified in the schedule appended to this notification hereby acquired for laying the pipeline ;

And further in exercise of power conferred by sub-section (4) of that section, the Central Government directs that the right of user in the said lands shall instead of vesting in the Central Government vests on this date of the publication of this declaration in the Oil & Natural Gas Commission free from encumbrances.

SCHEDULE

Pipeline from Virmagam to C.T.F. Kalo 1

State : GUJARAT District : MEHSANA Taluka : KADI

Village	Block No.	Hec- tare	Are	Centi- are
VANSAJADA	519	0	06	90
	521	0	01	60
	522	0	08	36
	523	0	05	04
	524	0	08	40

1	2	3	4	5
	526	0	11	10
	527	0	01	74
	564	0	05	96
	528	0	03	00
	529	0	02	85
	531	0	05	25
	532	0	05	85
	533	0	20	85
	538	0	05	80
	537	0	10	80
	Cart track	0	03	90
	656	0	03	90
	662	0	13	90
	661	0	11	10
	5	0	06	75
	3	0	17	25
	131	0	40	60
	133	0	09	88
	130	0	01	25
	141	0	00	10
	144	0	04	50
	145	0	09	45
	146	0	00	15
	148	0	06	60
	147	0	02	55
	150	0	22	20
	157	0	05	20
	156	0	00	50
	Cart track	0	01	05
	178	0	18	00
	190	0	10	65
	176	0	08	80
	191	0	00	20
	192	0	21	00

[No. O-12016/51/83-Prod]

RAJENDRA SINGH Director

(विद्युत् विभाग)

नई दिल्ली, 20 सितम्बर, 1983

का०आ० 4017.—सरकारी स्थान (अप्राधिकृत अधिभोगियों की बेदखली) अधिनियम, 1971 (1971 का 40) की धारा 3 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए तथा ऊर्जा मंत्रालय (विद्युत् विभाग), भारत सरकार की अधिसूचना का० आ० सं० 3608 दिनांक 11 अक्तूबर, 1979 में संशोधन करते हुए केन्द्रीय सरकार, नीचे की सारणी के कालम (2) में उल्लिखित बायोडर घाटी निगम के अधिकारियों को, जो कि श्रेणी में सरकार के राजपत्रित अधिकारियों के बराबर हैं, उक्त अधिनियम के प्रयोजन के लिए सम्पदा अधिकारी होने के लिए नियुक्त करती है और ये अधिकारी उक्त अधिनियम के अधीन सम्पदा अधिकारियों की प्रदत्त शक्तियों का प्रयोग और दिए गए कार्यों का निष्पादन उक्त सारणी के कालम (3) में प्रविष्टि में यथा निविष्ट सरकारी स्थानों की श्रेणियों के संबंध में अपने-अपने अधिकार क्षेत्रों की स्थानीय सीमाओं के भीतर करेंगे।

सारणी

क्रम सं०	अधिकारियों का पदनाम	सरकारी स्थानों की श्रेणियों और अधिकार क्षेत्र की स्थानीय सीमाएं
1	2	3
1.	प्रशासनिक अधीक्षक अथवा वरिष्ठ मण्डल इंजीनियर	अपने अधिकार क्षेत्र की स्थानीय सीमाओं के भीतर (क) कारिया-वरिष्ठ मण्डल इंजीनियर हुगापुर, जिला बर्दवान पश्चिम

1	2	3	1	2	3
1. (मिविल) कालोनी मण्डल, दुर्गापुर ताप विद्युत् केन्द्र, बामो-वरपाटी निगम, दुर्गापुर। अथवा कार्यपालक इंजीनियर (सिविल) कालोनी मण्डल, दुर्गापुर ताप विद्युत् केन्द्र, दामोदर घाटी निगम, दुर्गापुर।	बंगाल और ख) दुर्गापुर इस्पात परियोजना टाउनशिप में बेनचिरी, जिला बर्दवान, पश्चिम बंगाल में दामोदर घाटी निगम के स्वामित्व की अथवा पट्टे अथवा किराए पर ली गई सभी भूमि क्वार्टर अथवा अन्य आवास।		7. वरिष्ठ मण्डल अभियंता (मिविल) अथवा चिकित्सा अधिकारी, दामोदर घाटी निगम, कोनार अथवा कार्यपालक अभियंता (मिविल) दामोदर घाटी (कोनार)	अपने अधिकार क्षेत्र की स्थानीय सीमाओं के भीतर, कोनार, जिला हजारीबाग, बिहार में दामोदर घाटी निगम के स्वामित्व की अथवा पट्टे अथवा किराए पर ली गई सभी भूमि, क्वार्टर अथवा अन्य आवास।	
2. प्रशासनिक अधीक्षक अथवा वरिष्ठ मण्डल इंजीनियर (सिविल), कालोनी मण्डल, दामोदर घाटी, निगम, मैथोन। अथवा कार्यपालक इंजीनियर (सिविल), कालोनी, मण्डल, दामोदर घाटी निगम, मैथोन।	अपने अधिकार क्षेत्र की स्थानीय सीमाओं के भीतर मैथोन, जिला धनबाद बिहार में तथा बायां तट कालोनी, मैथोन, जिला बर्दवान, पश्चिम बंगाल में दामोदर घाटी निगम के स्वामित्व की अथवा पट्टे अथवा किराए पर ली गई सभी भूमि, क्वार्टर अथवा अन्य आवास।		8. निवेशक, भूमि संरक्षण अथवा सहायक निदेशक, पुनर्वास तथा भूमि अधिग्रहण, दामोदर घाटी निगम, हजारीबाग।	अपने अधिकार क्षेत्र की स्थानीय सीमाओं के भीतर हजारीबाग, बिहार दामोदर घाटी निगम के स्वामित्व की अथवा पट्टे अथवा किराए पर ली गई सभी भूमि, क्वार्टर अथवा अन्य आवास।	
3. प्रशासनिक अधीक्षक अथवा वरिष्ठ मण्डल इंजीनियर (सिविल), कालोनी मण्डल, दामोदर घाटी निगम, पंचेत अथवा कार्यपालक इंजीनियर (सिविल) कालोनी मण्डल, दामोदर घाटी निगम, पंचेत	अपने अधिकार क्षेत्र की स्थानीय सीमाओं के भीतर पंचेत, जिला धनबाद, बिहार में दामोदर घाटी निगम के स्वामित्व की, अथवा पट्टे अथवा किराए पर ली गई सभी भूमि, क्वार्टर अथवा अन्य आवास।		9. महा अधीक्षक (पारंपरिक) दामोदर घाटी निगम, मैथोन अथवा वरिष्ठ मण्डल अभियंता (विद्युत्) ग्रिड प्रचालन तथा अनुसंधान मण्डल-3, दामोदर घाटी निगम, जमशेदपुर।	अपने क्षेत्राधिकार क्षेत्र की स्थानीय सीमाओं के भीतर, जमशेदपुर, जिला सिंहभूमि, बिहार में दामोदर घाटी के स्वामित्व की अथवा पट्टे अथवा किराए पर ली गई सभी भूमि, क्वार्टर अथवा अन्य आवास।	
4. प्रशासनिक अधीक्षक अथवा वरिष्ठ मण्डल, इंजीनियर (सिविल), कालोनी मण्डल, चन्द्रपुर ताप विद्युत् केन्द्र, दामोदर घाटी निगम चन्द्रपुरा अथवा कार्यपालक इंजीनियर (सिविल) कालोनी मण्डल, चन्द्रपुरा ताप विद्युत् केन्द्र, दामोदर घाटी निगम चन्द्रपुरा।	अपने अधिकार क्षेत्र की स्थानीय सीमाओं के भीतर चन्द्रपुरा ताप विद्युत् केन्द्र, डाकघर चन्द्रपुरा, जिला गिरिडीह, बिहार में दामोदर घाटी निगम के स्वामित्व की, अथवा पट्टे अथवा किराए पर ली गई सभी भूमि, क्वार्टर अथवा अन्य आवास।				
5. अधीक्षक अभियंता (सिविल) अथवा वरिष्ठ मण्डल अभियंता (सिविल), कालोनी मण्डल, बोकारो ताप विद्युत् केन्द्र, दामोदर घाटी निगम, बोकारो। या कार्यपालक अभियंता (सिविल), कालोनी मण्डल, बोकारो ताप विद्युत् केन्द्र, दामोदर घाटी निगम, बोकारो।	अपने अधिकार क्षेत्र की स्थानीय सीमाओं के भीतर बोकारो ताप विद्युत् केन्द्र, जिला गिरिडीह, बिहार में दामोदर घाटी निगम के स्वामित्व की अथवा पट्टे अथवा किराए पर ली गई सभी भूमि, क्वार्टर अथवा अन्य आवास।				
6. वरिष्ठ मण्डल अभियंता (विद्युत्) अथवा चिकित्सा अधिकारी, दामोदर घाटी निगम, तिलैया अथवा कार्यपालक अभियंता (विद्युत्) दामोदर घाटी निगम, तिलैया।	अपने अधिकार क्षेत्र की स्थानीय सीमाओं के भीतर तिलैया, जिला हजारीबाग, बिहार में दामोदर घाटी निगम के स्वामित्व की अथवा किराए पर ली गई सभी भूमि, क्वार्टर अथवा अन्य आवास।				

[फाइल सं० 25(38)/83-डी० सी० सी०]

बी० के० सूद, उप सचिव

(Department of Power)

New Delhi, the 20th September, 1983.

S.O. 4017.—In exercise of the powers conferred by section 3 of the Public Premises (Eviction of Unauthorised Occupants) Act, 1971 (40 of 1971), and in modification of the Government of India, Ministry of Energy (Department of Power Notification S. O. No. 3608 dated 11th October, 1979, the central Govt. hereby appoints the officers of the Damodar Valley Corporation mentioned in Column (2) of the Table below being officers of equivalent rank to Gazetted officers of Government, to be estate officers for the purposes of the said Act, who shall exercise the powers conferred, and perform the duties imposed on estate officers by or under the said Act, within the local limits of their respective jurisdiction in respect of the categories of Public premises specified in the corresponding entry in column (3) of the said Table.

TABLE

Sl. No.	Designation of officers	Categories of public premises and local limits of jurisdiction.
1	2	3
1.	Administrative Superintendent or Senior Divisional Engineer (Civil), Colony Division, Durgapur Thermal Power Station, Damodar Valley Corporation, Durgapur.	All lands, quarter and other accommodation owned or leased or rented by the Damodar Valley Corporation in (a) Waria-Durgapur, District Burdwan, West Bengal and (b) Benachity within the Durgapur Steel Project Township District Burdwan, West Bengal, within the local limits of his jurisdiction.
	or	

1	2	3	1	2	3
Executive Engineer (Civil), Colony Division, Durgapur Thermal Power Station, Damodar Valley Corporation, Durgapur.			or		
2. Administrative Superintendent			Executive Engineer (Civil) Colony Division, Bokaro Thermal Power Station, Damodar Valley Corporation, Bokaro.		
or			6. Senior Divisional Engineer Electrical		
Senior Divisional Engineer (Civil), Colony Division, Damodar Valley Corporation, Maithon.	All lands, quarters and other accommodation owned or leased or rented by the Damodar Valley Corporation in Maithon, District Dhanbad, Bihar and Left Bank Colony, Maithon, District Burdwan, West Bengal within the local limits of his jurisdiction.		or	Medical Officer, Damodar Valley Corporation, Tilaiya.	All lands, quarters and other accommodation owned or leased or rented by the Damodar Valley Corporation in Tilaiya District, Hazribagh, Bihar, within the local limits of his jurisdiction.
or			Executive Engineer (Elect) Damodar Valley Corporation Tilaiya.		
Executive Engineer (Civil), Colony Division, Damodar Valley Corporation, Maithon.			7. Senior Divisional Engineer (Civil)		
3. Administrative Superintendent			or		All lands, quarters and other accommodation owned or leased or rented by the Damodar Valley Corporation in Konar, District Hazaribagh, Bihar, within the local limits of his jurisdiction.
or			Medical Officer, Damodar Valley Corporation, Konar.		
Senior Divisional Engineer (Civil), Colony Division, Damodar Valley Corporation, Panchet.	All lands, quarters and other accommodation owned or leased or rented by the Damodar Valley Corporation in Panchet, District Dhanbad, Bihar, within the local limits of his jurisdiction.		or	Executive Engineer (Civil) Damodar Valley Corporation, Konar.	
or			8. Director of Soil Conservation or Assistant Director of Rehabilitation & Land Acquisition, Damodar Valley Corporation, Hazaribagh.		All lands, quarters and other accommodation owned or leased or rented by the Damodar Valley Corporation in Hazaribagh, Bihar within the local limits of his jurisdiction.
Executive Engineer (Civil), Colony Division, Damodar Valley Corporation, Panchet.			9. General Superintendent (Transmission), Damodar Valley Corporation, Maithon.		
4. Administrative Superintendent			or		All lands, quarters and other accommodation owned or leased or rented by the Damodar Valley Corporation in Jamshedpur, District Singhbhum, Bihar within the local limits of his jurisdiction.
or			Senior Divisional Engineer (Electrical) Grid Operation & Maintenance Division-III Damodar Valley Corporation, Jamshedpur.		
Senior Divisional Engineer (Civil), Colony Division, Chandrapura Thermal Power Station, Damodar Valley Corporation, Chandrapura.	All lands, quarters and other accommodation owned or leased or rented by the Damodar Valley Corporation in Chandrapura Thermal Power Station, Post Office Chandrapura, District Giridih, Bihar within the local limits of his jurisdiction.				
or					
Executive Engineer (Civil), Colony Division, Chandrapura Thermal Power Station Damodar Valley Corporation, Chandrapura.					
5. Superintending Engineer (Civil)					
or					
Senior Divisional Engineer (Civil) Colony Division, Bokaro Thermal Power Station, Damodar Valley Corporation, Bokaro.	All lands, quarters and other accommodation owned or leased or rented by the Damodar Valley Corporation in Bokaro Thermal Power Station, District Giridih, Bihar, within the local limits of his jurisdiction.				

[File No. 25(38)/83-DVC]

V. K. SOOD, Dy. Secy.

शिक्षा और संस्कृति मंत्रालय

(प्रौढ़ शिक्षा निदेशावली)

नई दिल्ली, 26 मिनम्बर, 1983

विषय:—राजभाषा नियम 8(4) का कार्यान्वयन हिंदी में दिए जाने वाले कार्यों को विनिर्दिष्ट करना।

फा० आ० 4018.—प्रौढ़ शिक्षा निदेशावली, नई दिल्ली, राजभाषा नियम, 1976 के नियम 10(4) के अंतर्गत अधिसूचित किया जा चुका है। निम्नलिखित व्यवस्था को राजभाषा नियम, 1976 के नियम 8(4)

के अनुपालन में पूरा कार्य हिंदी में करने के लिए विनिर्दिष्ट करने का निश्चय किया गया है :—

1. उत्तर साक्षरता के लिए आदि-प्रारूप सामग्री का निर्माण,
2. नवसाक्षरों के साहित्य हेतु पुरस्कार प्रतियोगिता,
3. "न्यूजलेटर" पत्रिका का हिन्दी अंश,
4. श्रमिक विद्यापीठ द्वारा प्रशिक्षण के सभी कार्यक्रम,
5. प्रौढ़ शिक्षा के लिए प्रशिक्षण हेतु प्रस्ताव, हिन्दी भाषी प्रदेशों के लिए आयोजित प्रशिक्षण की रिपोर्ट तथा हिन्दी भाषी अन्य प्रदेशों के साथ प्रशिक्षण से सम्बन्धित पत्राचार आदि,
6. राजभाषा से संबंधित संपूर्ण काम,
7. प्रशासन कार्य (अराजपत्रित कर्मचारियों से संबंधित)
8. लेखा कार्य (शुरू में केवल टिप्पण)
9. साक्षरता कार्यक्रम के लिए प्रारम्भिक पठन-सामग्री का निर्माण।

[सं० फा० 25-15/82-प्र० शि० नि० (हि०)]

सुरेन्द्र कुमार टुटेजा, निदेशक

MINISTRY OF EDUCATION & CULTURE

(Directorate of Adult Education)

New Delhi, the 26th September, 1983

Subject.—Implementation of Official Language Rule 8(4)—
Specification of works to be done in Hindi.

S.O. 4018.—The Directorate of Adult Education, New Delhi has already been notified under Rule 10(4) of the Official Language Rule, 1976. It has now been decided to specify the following subjects relating to which the entire work should be done in Hindi, in compliance of Rule 8(4) of the Official Language Rule, 1976 :—

1. Preparation of Proto-type material for Post-Literacy.
2. Prize Competition Literature for Neo-literates.
3. Hindi portion of 'News Letter'.
4. All the Training Programmes to be conducted by Shramik Vidyapeeth.
5. Proposals regarding training in Adult Education, Reports of the Training Programmes to be organised in Hindi Speaking States. Correspondence with other Hindi Speaking States relating to Training etc.
6. All works relating to the Official Language.
7. Administrative work (relating to non-gazetted staff).
8. Accounts work (to begin with noting only).
9. Preparation of elementary teaching-learning material for Literacy Programme.

[No. F. 25-15/82-DAE(H)]

S. K. TUTEJA, Director

संचार मंत्रालय

(डाक तार बोर्ड)

नई दिल्ली, 13 अक्टूबर, 1983

का०आ० 4019 :—स्थायी आदेश संख्या 627, दिनांक 8 मार्च, 1960 द्वारा लागू किये गये भारतीय तार नियम, 1951 के नियम 434 के खण्ड III के पैरा (क) के अनुसार डाक-तार महानिदेशक ने मुस्ताबाद टेलीफोन केन्द्र में दिनांक 1 नवम्बर, 1983 से प्रमाणित दर प्रणाली लागू करने का निश्चय किया है।

[सं० 5-13/83/पी०एच०बी०]

MINISTRY OF COMMUNICATIONS

(P&T Board)

New Delhi, the 13th October, 1983

S.O. 4019.—In pursuance of para (a) of Section III of Rule 434 of Indian Telegraph Rules, 1951, as introduced by S.O. No. 627 dated 8th March, 1960, the Director General, Posts and Telegraphs, hereby specified 1-11-1983 as the date on which the Measured Rate System will be introduced in Mustabad Telephone Exchange, Karnataka Circle.

[No. 5-13/83-PHB]

नई दिल्ली, 21 अक्टूबर, 1983

का०आ० 4020 :—स्थायी आदेश संख्या 627, दिनांक 8 मार्च, 1960 द्वारा लागू किये गये भारतीय तार नियम, 1951 के नियम 434 के खण्ड III के पैरा (क) के अनुसार डाक-तार महानिदेशक ने ऊर्लिकन्चन टेलीफोन केन्द्र में दिनांक 1-11-83 से प्रमाणित दर प्रणाली लागू करने का निश्चय किया है।

[संख्या 5-7/83-पी०एच०बी०]

त्रिलोकी नाथ,

सहायक महानिदेशक (पी०एच०बी०)

New Delhi, 21st October, 1983

S.O. 4020.—In pursuance of para (a) of Section II of Rule 434 of Indian Telegraph Rules, 1951, as introduced by S.O. No. 627 dated 8th March, 1960, the Director General, Posts and Telegraphs, hereby specified 1-11-1983 as the date on which the Measured Rate System will be introduced in URIL-KANCHAN Telephone Exchange, MAHARASHTRA Circle.

[No. 5-7/83-PHB]

TRILOKI NATH, Asst. Director General (PHB)

रेल मंत्रालय

(रेलवे बोर्ड)

नई दिल्ली, 15 अक्टूबर, 1983

आ० आ० 4021—भारतीय रेल अधिनियम, 1890 (1890 का अधिनियम 9) की धारा 82-बी द्वारा प्रदत्त शक्तियों का उपयोग करते हुए केन्द्रीय सरकार एतद्वारा सेवा-निवृत्त-जिला न्यायाधीश और भारत सरकार के राजपत्र के भाग-II खंड 3, उप खंड (ii) में 30-1-82 की एस० ओ० संख्या 317 के साथ प्रकाशित इस मंत्रालय की अधिसूचना के अनुसार पश्चिम रेलवे पर दावा आयुक्त के रूप में कार्यरत श्री बी० एल० नायक को 27-1-83 को पश्चिम रेलवे पर विश्वा-मित्रि स्टेशन पर 229 डाउन सवारी गाड़ी और 230 अप सवारी गाड़ी के बीच हुई टक्कर से उत्पन्न दावों का निर्णय करने के लिए दावा आयुक्त के रूप में नियुक्त करती है। इस टक्कर के फल-स्वरूप उत्पन्न दावे, यदि कोई हों, जो सिविल न्यायाधीश (वरिष्ठ मंडल), बड़ोदरा, के सामने दायर किए गए हों और अनिर्णीत पड़े हों, श्री बी० एल० नायक के न्यायालय में स्थानान्तरित हो जायेंगे और जब तक श्री नायक कार्यरत रहेंगे तब तक ये मामले सिविल न्यायाधीश के कार्यक्षेत्र के अन्तर्गत नहीं आयेंगे।

दावा अधीक्षक का कार्यालय बड़ोदरा में ही बना रहेगा।

[सं० 80/ई (ओ) II/1/5]

ए० जौहरी, सचिव, रेलवे बोर्ड

तथा भारत सरकार के पदेन संयुक्त सचिव।

MINISTRY OF RAILWAYS

(Railway Board)

New Delhi, the 15th October, 1983

S.O. 4021.—In exercise of powers conferred by Section 82-B of the Indian Railways Act, 1890 (Act IX of 1890) the Central Government hereby appoint Shri B.L. Naik, retired District Judge and Working as Claims Commissioner on Western Railway in terms of this Ministry's notification published with S.O. No. 317 dated 30-1-82 in Part II-Section 3, of Sub-Section (ii) of Government of India Gazette, as Claims Commissioner for deciding claims arising out of collision between 229 Dn. Passenger and 230 Up Passenger at Viswamitri Station on Western Railway on 27-1-83. The Division, any, filed and pending before Civil Judge (Senior Division), Baroda arising out of this collision will stand transferred to the court of Shri B.L. Naik and the former will cease to have jurisdiction in respect of such cases so long as the latter holds office.

The Headquarters of the Claims Commissioner will continue to be at Baroda.

[No. 80/E/(O)N/1/5]

A. JOHRI, Secy. Railway Board and ex-Officio Jt. Secy. to the Government of India.

MINISTRY OF LABOUR & REHABILITATION

(Department of Labour)

New Delhi, the 13th October, 1983

S.O. 4022.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, Calcutta in the industrial dispute between the employers in relation to the Bank of India, Asansol Branch and their workmen, which was received by the Central Government on the 6th October, 1983.

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL
CALCUTTA

Reference No. 23 of 1979

PARTIES :

Employers in relation to the management of Bank of India, Asansol Branch.

AND

Their Workmen.

APPEARANCES :

On behalf of Employers—Mr. K. K. Sarkar, Industrial Relations Officer.

On behalf of Workmen—Mr. Amitava Roy, Vice-President of the Union.

STATE : West Bengal

INDUSTRY : Banking

AWARD

By Order No. L-12012/105/78-D, II.A dated 9th April 1979, the Government of India, Ministry of Labour, referred the following dispute to this Tribunal for adjudication.

"Whether the management of Bank of India, Asansol Branch, is justified from stopping from November 1977 the payment of special allowance to the clerks required to perform Clearing House functions at State Bank of India, Asansol ? If not, to what relief are the workmen concerned entitled ?"

2. The clerks concerned admittedly perform the duties of the Clearing House representative on behalf of the Bank of India, Asansol. They claim that in accordance with the terms of the bipartite settlement dated 19 October 1966 and 12 October 1970 they are entitled to the special allowance of Rs. 91 per month with dearness allowance thereon fixed for special assistants and the same should be paid to them for their performance as representative in the Clearing Cen-

ter, Asansol maintained by the State Bank of India, Asansol branch. They say that the bank made regular payments of special allowance to them from July 1973 to October 1977 but illegally stopped the payment from November 1977 and it has also illegally and unjustifiably demanded recovery of the entire amount paid to the respective concerned clerks alleging that the same had been paid to them inadvertently or by mistake.

3. The management of the Bank of India, Asansol branch has contested the claim of the concerned clearing clerks contending that as per provisions of the Sastri and Desai awards (specially paragraph 5.267 of the Desai award), bipartite settlement and as per decision of the Hon'ble Supreme Court, 1976-1 LLJ 90(SC) they are not entitled to any special assistant's allowance. It is also alleged that those clerks perform only their normal and routine duties of a clerk even at the clearing house and their duties do not involve any of the duties listed in respect of the category of special assistants as specified in Appendix 'B' of the Bipartite Settlement dated 19 October 1966.

4. The contentions of the respective parties are mainly based on the nature of the duties performed by the clerks concerned at the clearing centre at Asansol maintained by the State Bank of India, Asansol branch. It is, therefore, first necessary to find out as to what are the duties performed by the concerned clerks from time to time at the clearing house. As per sub-para (x) of Paragraph 7 of the written statement of the Union the following are the duties performed by the representative of the bank of the clearing house at Asansol :—

- (i) Receipt of the outward clearing cheques ;
- (ii) Posting of the cheques received in the Sheets supplied by the Bank and the postings of the cheque amounts are cast ;
- (iii) Comparison of the totals of the cheque amounts received and posted in the sheets supplied by the Bank with the outward clearing register of the bank and if necessary, to scrutinise the total figures of the sheet to tally the total figure with that of the Outward Clearing Register.
- (iv) Delivery of the said outward clearing cheques posted and cast in the sheets supplied by the Bank to the representative of the concerned Bank on which the cheques are drawn in the Clearing House;
- (v) Receipt of the cheques drawn on the Bank from the Representatives of the other Banks and scrutinise the posting of the said cheques received in the sheet prepared by the representatives of the other Banks and checking of the total figure worked out in the sheet of the other banks.
- (vi) Accepting and taking note of the total figures of both the outward and inward clearing cheques delivered to and received from other banks by the supervisor of the Clearing House.

In paragraph 8 of their written statement the Union submit that the duties of the representatives in the Clearing House at Asansol comprise scrutiny, verification of the clearing cheques delivered and received which attract special assistant's allowance because these duties are included in the prescribed duties of the Special Assistants as provided in the Awards and bipartite settlements and hence the management cannot deny the representatives of the Asansol the Special Assistant's Allowances as decided by the Hon'ble Supreme Court of India. Similarly, in paragraph 12(a) of their written statement they say that the representatives of the Bank in the Clearing House at Asansol are required to perform, inter alia, the duties including checking and scrutinising the cheques delivered and received in the Clearing House, comparing and tallying of total figures in the clearing sheets for the cheques delivered with that in the outward clearing register of the bank, checking casting of the cheques received from the representatives of the other banks, etc.

So far as the evidence on record is concerned it appears from the evidence of Partha Mukhonadhava, WW-1 that the duties of the clearing clerk are to check and verify the number of cheques and to ascertain that the number of cheques

have been correctly written on the clearing statement; to check, verify and scrutinise each and every short-slips (Ext M-4) delivered to him by other banks along with their cheques enclosed with the cheque lots and he is also to ascertain that the cheques and figures on the short-statement are correct. After that he makes entry in the summary sheet, that is, the clearing statement (Ext. M-3) of the cheques received from other bank. Next he is to find out the balance either to be credited or debited in the bank account with the State Bank of India. He then strikes out the balance in the clearing house register and that balance is relied upon by the clearing house Supervisor. His performance cannot be checked, verified or scrutinised by any other officer and thus he works with ultimate responsibility and liability. The witness has further said that at the clearing house the clearing clerk checks, verifies and scrutinises the clearing statement and figure works done by him. If there is any error in the figure work he corrects it. The member bank is bound by the act of the clearing clerk who acts as its representative.

To a specific question put to the witness by Sri Sarkar as to whether the job of balancing that is, working out the balance involve adding or subtracting of the figures, the witness replied :

"In Asansol clearing house I am to check, verify and scrutinise each and every short statement delivered to me by the different banks along with their cheques. I am to ascertain that the figures and the number of cheques in the short statement have been correctly written and I am to ascertain that I have correctly delivered to all banks the cheques drawn on other banks and I am to, after verification checking and scrutiny, makes entry of all the relevant number in the clearing statement and after that checking, verification and scrutiny I am to ascertain the balance and strike the balance in the clearing house register."

5. I will now deal with the evidence adduced by the management MW-1, A. K. Sen is posted in the Bank of India, Calcutta Main office as Clearing in-charge of Calcutta main office. He has spoken of the functioning of the RBI Clearing house done by a clearing house representative at Calcutta and not at Asansol. I do not think it necessary to discuss the functioning of the bank at Calcutta for the purpose of the present case. At the end of his examination in-chief MW-1 has stated that clerk in the clearing department receiving cheques, writing short credits, doing machine jobs in the course of preparing the clearing, checking cheques etc. do only ordinary routine clerical jobs as performed by a clerk and that the totalling of cheques is absolutely a clerical job. I will refer to this while dealing with the contention of Sri Sarkar later. The witness has said in cross-examination that he has no idea of the functioning of clearing of other places other than Calcutta. So his evidence is not of much use. MW-2 D. Ganguly is an Assistant Manager of Asansol branch of the Bank of India. He has spoken of the functioning of the clearing house at Asansol. According to his evidence the clearing clerk carries the summary sheet and short-slips (prepared at the branch of the bank) along with the cheques of different banks to clearing centre at Asansol. There the clearing clerk delivers the cheques to the representatives of other member Bank of the clearing centre and in turn receives the cheques from the representatives of other banks at the clearing centre, then the amount of cheques received by him are entered in the summary sheet under the heading "Receipt" and casting is given for the amount of cheques received and then the difference between the cheques lodged by the bank and cheques received from other banks is arrived at by the clearing clerk. He says that the clerk who is preparing the statement for the branch prepares the summary sheet. After the cheques are received, cheques are segregated bankwise, then individual bankwise short-slips are prepared and the total of short slips are entered in the summary sheet bankwise. The witness then says that normally the cash clerks attend the clearing house at Asansol and work is performed by the cash clerk of the bank. He also says that the summary sheet is normally written by cash clerk. MW-3 S. K. Pakrashi was a branch manager of the Bank of India at Asansol. He has been examined to show that the clerk attending the clearing house at Asansol does not perform similar work as at the clearing centre managed by the Reserve Bank of India and he does

not undertake any greater skill or responsibility for discharging his duties at the Asansol clearing house. He also stated that the bank representative D. C. Karmar never passed any voucher at Asansol. It appears that in the RBI clearing house at Calcutta voucher is passed by the clearing representative. In my opinion the small difference in the working at the two places is not very material. The bipartite settlement dated 19 October 1966 which provides for payment of the Special Assistant's allowance does not make any distinction between the RBI Clearing house and the clearing house maintained by the State Bank of India for the purposes of payment of the same. The witness has admitted that the checking part requires greater skill and responsibility.

6. In their written statement paragraph 7 the management has stated about the duties and functions of the clearing clerk employed in the Asansol branch as being performed in two stages :

State I—at the Branch premises only :

- (a) On receipt of cheques, over the counter, as well as by post, a clerk from Cash Department enters the same in the Clearing Register;
- (b) thereafter, short slips in the names of the individual banks are prepared and cheques drawn on them are attached;
- (c) thereafter, a summary sheet is prepared where against the name of each bank, number of cheques and the total amount are entered and the grand total of the cheques and the amount are taken and the same are tallied with the figures as appearing in the Clearing Register as maintained by the branch;
- (d) therefore, the same is sent to the officer for checking.

State II—at the Clearing House at Asansol :

The clerk carries the cheques with slips and sheet to Clearing House. The Clearing House is conducted by an Officer of State Bank of India. Representatives of all the Banks deliver and accept the cheques drawn on each other under the supervision of the S.B.I's officer. Inward cheques are entered by the clerk in the space provided for in the outward clearing sheet. After the Clearing is balanced the clearing supervisor (Officer) conducting the clearing signs on the summary sheet and the clerk returns to the Bank with the summary sheet and the inward clearing cheques. The clerk is however not required to sign in any of the papers/books pertaining to clearing.

On a consideration and assessment of the evidence on record it should be held, I think, the main duty of the clearing clerk at Asansol is to check, verify and scrutinise the clearing statement and the figure works done by him. He makes entry of all the relevant number of cheques and of the amount in the clearing statement and he also ascertains the balance and strikes the balance in the clearing house register. This checking part, in my opinion, involves greater skill and responsibilities and it comes within the meaning of the words 'checking of statement' in sub-clause (iii) of Clause (ix) of Appendix B which is as below :

"Checking of vouchers advices, statements bills, Returns, Books of Accounts etc."

The short slip and the clearing statement are, I think, statements within the meaning of this sub-clause.

7. Sri Sarkar appearing for the bank contends that WW-1 Partha Mukhopadhyaya avoided to answer his question as to whether the clearing clerk performs any of the seven duties mentioned in the Bipartite Settlement for special Assistants. It is true that the witness did not answer this question. But that does not mean that the Tribunal is prohibited from looking to the provisions mentioned in Appendix 'B' in order to find out whether the duties of the clearing clerk as established by evidence are covered by any of the duties mentioned therein. It is well settled that even if one of those duties is performed by the clearing clerk he will be

entitled to Special assistant's allowance : See Central Bank of India Ltd. v. Sisir Kumar Shaw, 1976 1 LLJ p.90(SC) Sri Sarkar referred to several provisions of the Sastri and Deasi awards for the purpose or showing that the clearing clerk is not entitled to special allowance. He mainly relied upon Para 5.267 of the Deasi award and contended that the clearing clerk at Asansol was not entitled to any special allowance in accordance with this paragraph. That paragraph is as follows :

"5.267 : Clearing Clerks, Court Clerks, Record Keeper Clerks, Proof Readers, Stationery Stock Keepers and Ledger Keepers—A claim has also been made for a special allowance for the categories of workmen. No case is made out for giving any special allowance to them, and the demand is rejected."

In my opinion, special allowance is now admittedly payable to clearing clerks under the provisions of the bipartite settlement dated 19 October, 1966 (see para 5.6) and also under the decision of the Hon'ble Supreme Court in the case above quoted. In that Supreme Court case (1976—1 LLJ 90) it was held by the Supreme Court that under paragraphs 5.6 of the bipartite settlement dated 19 October, 1966 all workmen and not only special assistants are entitled to special allowance provided they discharge additional duties and functions requiring greater skill or responsibilities over and above the routine duties and functions of a workman in the same cadre mentioned in Appendix B. Sri Sarkar has urged that this Supreme Court case was decided on the basis of an analogy of the working of clearing house at Calcutta and that the additional duties and functions requiring greater skill and responsibilities at the clearing house of Calcutta cannot be equated with the working at Asansol. He points out that where the State Bank of India supervises the clearing as at Asansol the summary sheet is settled and signed by the officer of the State Bank of India supervising the clearing and that save and except clerical work, the representative at Asansol does not take any independent action like Calcutta. In my opinion this argument is not correct. The basis of the decision of the Supreme Court case was not what has been urged by Sri Sarkar. The main point in that case was whether a clerk other than special assistant at the clearing house was entitled to special allowance under the bipartite settlement. There was no question of any distinction between two towns. Hence the contention has no force.

8. Sri Sarkar next argued that clearing clerk at the clearing house at Asansol is not required to sign any instrument at the clearing centre nor was he required to sign or prepare any voucher nor he is required to pass the same towards settling any claim at the clearing centre and, therefore, he is not entitled to any special allowance. In my opinion, it is not necessary to perform every duty mentioned in Appendix B for special allowance. I have already said that if one of the duties mentioned therein is performed the concerned clerk will be entitled to special allowance.

9. It was next argued by Sri Sarkar for the management that the job of the clearing clerk at the clearing centre at Asansol is that of ordinary clerk, that the duties performed by him are ordinary routine and normal duties and no greater skill or responsibility is involved in that and hence he is not entitled to any special allowance. It is true that all the three witnesses examined on behalf of the management have stated that the duties performed by the clearing clerk at Asansol are clerical duties performed normally at bank's level but I am unable to accept that evidence. In my opinion once the duty performed by a clearing clerk at the clearing house falls under any item of Appendix B it will cease to be routine or normal duty and the same shall be special duty entitling him to special allowance. Clearing is settled by debitting or crediting the accounts of member banks with the State Bank of India and this process involves calculations, comparison verifications and checking which is not done as routine duty in the office of any particular bank. So the inter-bank transactions is an additional performance with greater skill and responsibility. The contention of the management is, therefore, rejected.

10. Sri Sarkar next submitted that it has not been defined anywhere as to what is routine and normal duty and therefore it cannot be said that the duties performed at the clear-

ing house will not be routine duties. In my opinion the argument is not correct. I have already said that the real approach to the question is as to whether the duty performed at the clearing house falls under any of the clauses mentioned in Appendix B. Once it falls under any of the items of Appendix B it will be a special duty and not a routine or normal duty of a clerk. It is needless to say that there are rules for the conduct of Banker's clearing house at Asansol which have to be followed. The contention thus fails.

11. Sri Sarkar next contended that checking was done by the supervisor of the State Bank of India and not by clearing clerk. I am not inclined to accept this submission. No supervisor of the State Bank of India, Asansol branch has been examined. There is no doubt oral evidence adduced by the management to say that. But I am not inclined to accept it as correct. The management itself in their rejoinder dated 22 September, 1982 has accepted the position that the clearing clerk does the work of checking. At page 5 of the rejoinder they say :

".....The checking and scrutinising of figures are essentially clerical in nature which a clerk does at the Bank's premises and instead of at the Bank's premises, the same is being done at the clearing centre."

In view of this admission coupled with the evidence of WW1 it has to be held that checking and scrutinising of figures are done by a clearing clerk at the clearing centre at Asansol. In continuation of this submission Sri Sarkar argued that checking is merely a clerical and that in the banking industry the work done by a clearing clerk at Asansol cannot amount to checking within the meaning of that word in Appendix B of the bipartite settlement. In order to explain the conception of the meaning of the word 'checking' he has relied on the following three decisions—two of Supreme Court and one of Calcutta High Court. In Lloyd's Bank v. Panna Lal Gupta, 1961—1 LLJ 19(SC) the facts were these. Three clerks working in the audit department of the bank at New Delhi claimed special allowance of Rs. 50/- per month payable to supervisors under category nine of para 164(b) of the Sastri Award. Admittedly they were not supervisors. But by virtue of the duties performed by them and the functions discharged by them, they claimed status of supervisors entitling them to special allowance. Their duties in the audit department substantially consisted of checking up books of account and entries made in them. It was held by the Supreme Court that by doing the duty of checking they could not be held to be supervisors. It was observed :

"....This checking up is primarily a process of accounting and the use of the word 'Checking' cannot be permitted to introduced a consideration of supervisory nature. The work of checking the authority of the person passing the voucher or to enquire whether the limit of authority has been exceeded is also no doubt work of a checking type but the checking is purely mechanical, and it cannot be said to include any supervisory function. If we take into account the six clauses of clerks specified in Cl. 9, it would suggest that in respect of each one of them there would normally be some persons working under the persons falling in that clause; in other words, a person claiming the status of a supervisor in Cl. 9 should normally have to supervise the work of some others who are in a sense below him. On the argument urged by Mr. Ramamurthi every clerk working in the audit department would be a supervisor and as such would be entitled to draw a month special allowance of Rs. 50 though in the general hierarchy of the bank's employees he may be much below the head clerks or head cashiers who draw Rs. 20 as monthly allowance. The tribunal has characterized the work of these clerks as internal auditors but that obviously is an overstatement. Audit in the sense in which the word 'internal audit' is understood is very different from the work of checking which is entrusted to the clerks in the audit department. Similarly, when the tribunal has observed that the clerks in the audit department supervise the work of almost all the persons in that establishment, that again is obviously an overstatement. It would be legitimate to say that the work done in the audit department is im-

portant for the proper and efficient functioning of the bank, but it would be idle to elevate that work to the status of officers who supervise the work of everybody concerned with the bank's establishment. In our opinion, therefore, the conclusion drawn by the tribunal as regards the status of the three workmen by reference to the ninth category specified in Para 164(b) of the award is manifestly erroneous and cannot be sustained."

On a perusal of the above it is clear that the facts of that case are different and hence no assistance can be derived from that case here. In the instant case there is no question of claiming a higher status by the work of checking, special allowance is claimed only by doing one of the duties as mentioned in Appendix B of the bipartite settlement. That duty is performed by a clerk of the same cadre. So the Supreme Court case (*supra*) is of no help. The principle laid down in this Supreme Court case was accepted in All India Reserve Bank Employees' Association v. Reserve Bank of India, AIR 1966 SC 305 wherein it was observed that the work in a bank involves layer upon layer of checkers and checking is hardly supervision..... Mere checking of the work of others is not enough because this checking is a part of accounting and not of supervision and that the work done in the audit department is not supervision—for the reasons already given this case also is of no help to Sri Sarkar. In *McLeod & Co. v. Sixth Industrial Tribunal, West Bengal*, AIR 1958 Calcutta 273 it was observed at page 280 that checking was supervision. This observation is against the observation made in the Supreme Court case (*supra*). Moreover the case does not relate to allowance nor with Appendix B of the first bipartite settlement of 1966. So it is of no help to Sri Sarkar.

12. To conclude, my award is that the management of the Bank of India, Asansol branch, is not justified in stopping from November 1977 the payment of special allowance to the concerned clerks required to perform clearing house functions at the State Bank of India, Asansol. It follows that the concerned workmen are entitled to receive special allowance from November, 1977 and the management must pay the same to them.

Dated, Calcutta,

25th September, 1983

M. P. SINGH, Presiding Officer

[No. L-12012/105/78-D.II(A)]

N. K. VERMA, Desk Officer

अथवा पुनर्वास संश्लेषण

(अथ विभाग)

नई दिल्ली, 8 सितम्बर, 1983

आदेश

का० आ० 4023.—केन्द्रीय सरकार की यह राय है कि इससे उपाबद्ध अनुसूची में विनिर्दिष्ट विषय के बारे में भारतीय स्टेट बैंक के प्रबंधन से संबंधित एक औद्योगिक विवाद नियोजकों और उनके कर्मचारों के बीच विद्यमान है;

और, केन्द्रीय सरकार उक्त विवाद को न्यायनिर्णयन के लिए निर्देशित करना वांछनीय समझती है;

अतः, अब, केन्द्रीय सरकार, औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 7क और धारा 10 की उपधारा (1) के खण्ड (घ) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, एक औद्योगिक अधिकरण गठित करती है जिसके पीठासीन अधिकारी श्री एम० श्री-निवास राव होंगे, जिसका मुख्यालय हैदराबाद में होगा और

उक्त विवाद को उक्त अधिकरण को न्यायनिर्णयन के लिए निर्देशित करती है।

अनुसूची

"क्या भारतीय स्टेट बैंक, हैदराबाद की अपनी चिराग अली लेन शाखा, हैदराबाद के संबंध में श्री वाई० बी० तिरुपति को बैंक में संदेशवाहक के रूप में नियमित न करने और उसकी सेवाएँ 16-12-1982 से समाप्त करने की कार्यवाही न्यायोचित है? यदि नहीं तो संबंधित कर्मकार किस अनुतोष का हकदार है?"

[सं० एल-12012/2/83-डी II (ए)]

एन० के० वर्मा, डेस्क अधिकारी

New Delhi, the 8th September, 1983

ORDER

S.O. 4023.—Whereas the Central Government is of the opinion that an industrial dispute exists between the employers in relation to the management of State Bank of India and their workman in respect of the matters specified in the Schedule hereto annexed;

And whereas the Central Government considers it desirable to refer the said dispute for adjudication;

Now, therefore, in exercise of the powers conferred by Section 7A and clause (d) sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby constitutes an Industrial Tribunal of which Shri M. Srinivasa Rao shall be the Presiding Officer, with headquarters at Hyderabad and refers the said dispute for adjudication to the said Tribunal.

SCHEDULE

"Whether the action of the management of State Bank of India, Hyderabad in relation to its Chiraga Ali Lane Branch, Hyderabad in not regularising the services of Shri Y.V. Tirupathi as Messenger in the bank and terminating his services with effect from 16-12-1982 is justified? If not, to what relief is the workman concerned entitled?"

[No. L-12012/2/83-D. II(A)]

N. K. VERMA, Desk Officer

नई दिल्ली, 23 सितम्बर, 1983

आदेश

का० आ० 4024.—केन्द्रीय सरकार की यह राय है कि इससे उपाबद्ध अनुसूची में विनिर्दिष्ट विषय के बारे में भारतीय स्टेट बैंक, पाली के प्रबंधन से संबंधित एक औद्योगिक विवाद नियोजकों और उनके कर्मचारों के बीच विद्यमान है;

और, केन्द्रीय सरकार उक्त विवाद को न्यायनिर्णयन के लिए निर्देशित करना वांछनीय समझती है;

अतः अब केन्द्रीय सरकार, औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 7क और धारा 10 की उप धारा (1) के खंड (घ) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, एक औद्योगिक अधिकरण गठित करती है जिसके पीठासीन अधिकारी श्री महेन्द्र भूषण शर्मा होंगे,

जिसका मुख्यालय जयपुर में होगा और उक्त विवाद को उक्त अधिकरण को न्यायनिर्णयन के लिए निर्देशित करती है।

अनुसूची

“क्या मारवाड़ ग्रामीण बैंक, मुख्य कार्यालय, पाली के प्रबंधक की श्री मंगल दास, सदेशवाहक, भावरानी शाखा, जिला जालौर की सेवाएं 18-5-82 से समाप्त करने की कार्रवाई न्यायोचित है? यदि नहीं तो संबंधित कर्मकार किस अनुसूची का हकदार है?”

[सं० एल-12012/25/83-डी 2 (ए)]

New Delhi, the 23rd September, 1983

ORDER

S.O. 4024.—Whereas the Central Government is of the opinion that an industrial dispute between the employers in relation to the management of Marwar Gramin Bank, Pali and their workmen in respect of the matter specified in the schedule hereto annexed;

And whereas the Central Government considers it desirable to refer the said dispute for adjudication;

Now therefore, in exercise of the powers conferred by Section 7A and Clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby constitutes an Industrial Tribunal of which Shri Mahendra Bhushan Sharma shall be the Presiding Officer, with Headquarter at Jaipur and refers the said dispute or adjudication to the said Tribunal.

SCHEDULE

“Whether the action of the management of Marwar Gramin Bank, Head Office, Pali in terminating the services of Shri Mangal Das, Messenger, Bhawani Branch, Distt. Jalore with effect from 18-5-82 is justified? If not, to what relief is the workman concerned entitled?”

[No. L-12012/25/83-D. II(A)]

नई दिल्ली, 12 अक्टूबर, 1983

का०आ० 4025.—उत्प्रवास अधिनियम, 1922 की धारा 3 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार श्री जी. एस. नागी, अनुभाग अधिकारी, श्रम मंत्रालय को 13-10-83 से श्री हरविंदर सिंह, उत्प्रवासी संरक्षी के छुट्टियों के वापस आने तक, उत्प्रवासी, संरक्षी, चण्डीगढ़ के रूप में नियुक्त करती है।

[टी-11017/1/83-इमिग्रेशन-2]

आर० के० दास, अवर सचिव

New Delhi, the 12th October, 1983

S.O. 4025.—In exercise of the powers conferred by Section 3 of the Emigration Act, 1922 (7 of 1922), the Central Government hereby appoints Shri G. S. Nagi, Section Officer, Ministry of Labour to be the Protector of Emigrants, Chandigarh, w.e.f. 28-10-83 till Shri Harvinder Singh, Protector of Emigrants returns from leave.

[No. T-11017/1/83-EMIG-II]

R. K. DAS, Under Secy.

का०आ० 4026.—कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34) की धारा 1 की उपधारा (3) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एन० द्वारा 16 अक्टूबर 1983 को उक्त तारीख के रूप में नियुक्त करती है, जिसको उक्त अधिनियम के अध्याय 4 (धारा 44 और 45 के सिवाय जो पहले ही प्रवृत्त की जा चुकी है) और अध्याय 5 और 6 (धारा 76 की उपधारा (1) और धारा 77, 78, 79 और 81 के सिवाय जो पहले ही प्रवृत्त की जा चुकी है) के उपबन्ध उड़ीसा राज्य के निम्नलिखित क्षेप में प्रवृत्त होंगे, अर्थात्:—

“जिला सुन्दरगढ़ में तहसील पनपोष के क्षेत्राधिकार के अन्तर्गत लाठीकटा, लहाधड़ और करलाखमान के राजस्व ग्रामों में आने वाले क्षेत्र।”

[संख्या एस-38013/25/83-एच०आई०]

S.O. 4026.—In exercise of the powers conferred by sub-section (3) of section 1 of the Employees' State Insurance Act, 1948 (34 of 1948), the Central Government hereby appoints the 16th October, 1983 as the date on which the provisions of Chapter IV (except sections 44 and 45 which have already been brought into force) and Chapters V and VI (except sub-section (1) of section 76 and sections 77, 78, 79 and 81 which have already been brought into force) of the said Act shall come into force in the following areas in the State of Orissa, namely:—

“The areas comprised within the Revenue villages of Lathikata, Lahadharh and Karlakhaman, within the jurisdiction of Tehsil Panposh in the District of Sundergarh.”

[No. S. 38013/25/83-II]

नई दिल्ली, 15 अक्टूबर, 1983

का०आ० 4027.—मैसर्स अजित मिल्स लिमिटेड, राखयाल रोड, अहमदाबाद 380023 (जी०ज०/327) (जो इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिए जाने के लिए आवेदन किया है;

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पृथक् अभिदाय या प्रीमियम का संदाय किए बिना ही, भारतीय जीवन बीमा नियम को सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए ये फायदे उन फायदों से अधिक अनुकूल हैं जो कर्मचारी निक्षेप सह-बद्ध बीमा स्कीम 1976 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें अनुज्ञेय हैं;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और इससे उपाबद्ध अनुसूची में विनिर्दिष्ट शर्तों के अधीन

रहते हुए, उक्त स्थापन को तीन वर्ष की अवधि के लिए उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है।

अनुमूची

1. उक्त स्थापन के संबन्ध में नियोजक प्रादेशिक भविष्य निधि आयुक्त, अहमदाबाद को ऐसी विवरणियां भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी सुविधाएं प्रदान करेगा जो केन्द्रीय सरकार, समय-समय पर निदिष्ट करे।

2. नियोजक, ऐसे निरीक्षण प्रभारों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर संदाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (3क) के खण्ड (क) के अधीन समय-समय पर निदिष्ट करे।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अन्तर्गत लेखाओं का रखा जाना विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का संदाय, लेखाओं का अन्तरण निरीक्षण प्रभारों संदाय आदि भी है, होने वाले सभी व्ययों का वहन नियोजक द्वारा किया जाएगा।

4. नियोजक, केन्द्रीय सरकार द्वारा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति, और जब कभी उनमें संशोधन किया जाए, तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उसकी मुख्य बातों का अनुवाद, स्थापन के सूचना-पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो, नियोजक, सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसकी वास्तव आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को संदत्त करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाये जाते हैं तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप से वृद्धि की जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों, जो उक्त स्कीम के अधीन अनुज्ञेय हैं।

7. सामूहिक बीमा स्कीम में किसी वान के होते हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन संदेय रकम उस रकम से कम है जो कर्मचारी को उस दशा में से देय होती, जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक वारिस नामनिर्देशितों को प्रतिकर के रूप में दोनों रकमों के अन्तर के बराबर रकम का संदाय करेगा।

8. सामूहिक बीमा स्कीम के उपबन्धों में कोई भी संशोधन, प्रादेशिक भविष्य निधि आयुक्त, अहमदाबाद के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहां किसी

संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो वहां, प्रादेशिक भविष्य निधि आयुक्त, अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का व्यक्तिगत अवसर देगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम की उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है, अधीन नहीं रह जाते हैं, या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं; तो यह रद्द की जा सकती है।

10. यदि किसी कारणवश, नियोजक उस नियत तारखे के भीतर, जो भारतीय जीवन बीमा निगम नियत करे, प्रीमियम का संदाय करने में असफल रहता है, और पालिसी को व्यपगत हो जाने दिया जाता है तो, छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के संदाय में किए गए किसी व्यतिक्रम की दशा में, उन मृत सदस्यों के नामनिर्देशितियों या विधिक वारिसों को जो यदि यह छूट न दी गई होती तो उक्त स्कीम के अन्तर्गत होने, बीमा फायदों के संदाय का उत्तरदायित्व नियोजक पर होगा।

12. उक्त स्थापन के संबन्ध में नियोजक, इस स्कीम के अधीन आने वाले किसी सदस्य को मृत्यु होने पर उसके हकदार नाम निर्देशितियों/विधिक वारिसों को बीमाकृत रकम का संदाय तत्परता से और प्रत्येक दशा में भारतीय जीवन बीमा निगम से बीमाकृत रकम प्राप्त होने के सात दिन के भीतर सुनिश्चित करेगा।

[संख्या एस-35014/188/83-पी एक 2]

New Delhi, 15th October, 1983

S.O. 4027.—Whereas Messrs The Ajit Mills Limited, Rakhial Road Ahmedabad-380023, (GJ/327), (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act 1952 (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees Deposit-Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Ahmedabad, maintain such accounts and provide such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme shall be made without the prior approval of the Regional Provident Fund Commissioner, Ahmedabad and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the member covered under the Scheme the employer in relation to the said establishment shall ensure prompt payment of the sum assured to the nominee/legal heirs entitled for it and in any case within 7 days of the receipt of the sum assured from the Life Insurance Corporation of India.

[No. S. 35014(188)]83-PF. II]

का० आ० 4028.—मैसर्स गुजरात मिनरल डवलपमेंट कारपोरेशन लिमिटेड, खनिज भवन सामने नेहरू भिज, अहमदाबाद (गुजरात/2610)

(जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिए जाने के लिए आवेदन किया है;

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पृथक अभिदाय या प्रीमियम का संदाय किए बिना ही, भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए ये फायदे उन फायदों से अधिक अनुकूल हैं जो कर्मचारी निक्षेप सहर्ष बीमा स्कीम 1976 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन अनुज्ञेय है;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और इससे उपावृद्ध अनुसूची में विनिर्दिष्ट णर्तों के अधीन रहते हुए, उक्त स्थापन को तीन वर्ष की अवधि के लिए उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है।

अनुसूची

1. उक्त स्थापन के संबंध में नियोजक प्रादेशिक भविष्य निधि आयुक्त अहमदाबाद को ऐसी विवरणियां भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी सुविधाएं प्रदान करेगा जो केन्द्रीय सरकार, समय-समय पर निर्दिष्ट करे।

2. नियोजक, ऐसे निरीक्षण प्रभारों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर संदाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (3क) के खण्ड (क) के अर्हत समय-समय पर निर्दिष्ट करें।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अन्तर्गत लेखाओं का रखा जाना, विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का संदाय, लेखाओं का अन्तरण, निरीक्षण प्रभारों का संदाय आदि भी है, होने वाले सभी व्ययों का वहन नियोजक द्वारा किया जाएगा।

4. नियोजक, केन्द्रीय सरकार द्वारा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति, और जब कभी उनमें संशोधन किया जाए, तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उसकी मुख्य बातों का अनुवाद, स्थापना के सूचना-पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है, तो नियोजक, सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसकी बाबत आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को संदत्त करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाए जाते हैं तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप से वृद्धि की जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों जो उक्त स्कीम के अधीन अनुज्ञेय हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन संदेय रकम उस रकम से कम है तो कर्मचारी को उस दशा में से देय होती, जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिवक वारिस/नामनिर्देशितों को प्रतिकर के रूप में दोनों रकमों के अन्तर के बराबर रकम संदाय करेगा।

8. सामूहिक बीमा स्कीम के उपबन्धों में कोई भी संशोधन, प्रादेशिक भविष्य निधि आयुक्त, अहमदाबाद के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहां किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो वहां, प्रादेशिक भविष्य निधि आयुक्त, अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का व्यक्ति-युक्त अवसर देगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम की उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है अधीन नहीं रह जाते हैं, या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं, तो यह रद्द की जा सकती है।

10. यदि किसी कारणवश, नियोजक उस नियत तारीख के भीतर, जो भारतीय जीवन बीमा निगम नियत करे, प्रीमियम का संदाय करने में असफल रहता है, और पालिसी को व्यपगत हो जाने दिया जाता है तो, छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के संदाय में किए गए किसी व्यक्तिगत दशा में, उन मृत सदस्यों के नामनिर्देशितों या विधिवक वारिसों को जो यदि यह छूट न दी गई होती तो उक्त स्कीम के अन्तर्गत होते, बीमा फायदों के संदाय का उत्तरदायित्व नियोजक पर होगा।

12. उक्त स्थापन के सम्बन्ध में नियोजक, इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर उसके हकदार नामनिर्देशितों/विधिवक वारिसों को बीमाकृत रकम का संदाय तत्परता से और प्रत्येक दशा में भारतीय जीवन बीमा निगम से बीमाकृत रकम प्राप्त होने के सात दिन के भीतर सुनिश्चित करेगा।

S.O. 4028.—Whereas Messrs Gujarat Mineral Development Corporation Ltd., Khanij Bhavan Opposite Nehru Bridge, Ahmedabad (GU/2610), (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act 1952 (19 of 1952) hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees Deposit-Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Ahmedabad, maintain such accounts and provide such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme shall be made without the prior approval of the Regional Provident Fund Commissioner, Ahmedabad and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to

the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium, the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the member covered under the Scheme the employer in relation to the said establishment shall ensure prompt payment of the sum assured to the nominee/legal heirs entitled for it and in any case within 7 days of the receipt of the sum assured from the Life Insurance Corporation of India.

[No. S. 35014(189):83-PF. II]

का० आ० 4029.—मैसर्स म्यूजिक इंडिया लिमिटेड, स्ट्रलिंग सैन्टर, 16/2, डा० अन्नी बसन्त रोड, वारली, बम्बई-400018 (महाराष्ट्र/4464) (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबंध अधिनियम, 1952 (1952 का 19) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिए जाने के लिए आवेदन किया है;

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पृथक् अभिदाय या प्रीमियम का संदाय किए बिना ही, भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए ये फायदे उन फायदों से अधिक अनुकूल हैं जो कर्मचारी निरोध सहायक बीमा स्कीम 1976 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें अनुज्ञेय है;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और इससे उपाबद्ध अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए, उक्त स्थापन को तीन वर्ष की अवधि के लिए उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है।

अनुसूची

1. उक्त स्थापन के संबंध में नियोजक प्रादेशिक भविष्य निधि आयुक्त महाराष्ट्र को ऐसी विवरणियां भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी सुविधाएं प्रदान करेगा जो केन्द्रीय सरकार, समय-समय पर निर्दिष्ट करे।

2. नियोजक, ऐसे निरीक्षण प्रभारों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर संदाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (3क) के खण्ड (क) के अधीन समय-समय पर निर्दिष्ट करे।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अन्तर्गत लेखाओं का रखा जाना, विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का संदाय, लेखाओं का अन्तरण, निरीक्षण प्रभारों, संदाय आदि भी है, होने वाले सभी व्ययों का वहन नियोजक द्वारा किया जाएगा।

4. नियोजक, केन्द्रीय सरकार द्वारा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति, और जब कभी उनमें संशोधन किया जाए, तब उस संशोधन के प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उसकी मुख्य बातों का अनुवाद, स्थापन के सूचना-पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है, तो नियोजक, सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसकी बाबत आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को संदत्त करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाये जाते हैं तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समूचित रूप से वृद्धि की जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों, जो उक्त स्कीम के अधीन अनुज्ञेय हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी, यदि किसी कर्मचारी को मृत्यु पर इस स्कीम के अधीन संदेय रकम उस रकम से कम है जो कर्मचारी को उस दशा में देय होती, जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक वारिस/नामनिर्देशिनी को प्रतिकर के रूप में दोनों रकमों के अन्तर के बराबर रकम का संदाय करेगा।

8. सामूहिक बीमा स्कीम के उपबन्धों में कोई भी संशोधन, प्रादेशिक भविष्य निधि आयुक्त महाराष्ट्र के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहां किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो वहां, प्रादेशिक भविष्य निधि आयुक्त, अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का युक्तियुक्त अवसर देगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय, जीवन बीमा निगम की उस सामूहिक बीमा स्कीम के जिसे स्थापन पहले अपना चुका है अधीन नहीं रह जाते हैं या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं; तो यह रद्द की जा सकती है।

10. यदि किसी कारणवश, नियोजक उस नियत तारीख के भीतर, जो भारतीय जीवन बीमा निगम नियत करे,

प्रीमियम का संदाय करने में असफल रहता है, और पालिसी को व्यपगत हो जाने दिया जाता है तो, छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के संदाय में किए गए किसी व्यतिक्रम की दशा में, उन मृत सदस्यों के नामनिर्देशितियों या विधिवक वारिसों को जो यदि यह छूट न दी गई होती तो उक्त स्कीम के अन्तर्गत होते, वामा फायदों के संदाय का उत्तरदायित्व नियोजक पर होगा।

12. उक्त स्थापन के सम्बन्ध में नियोजक, इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर उसके हकदार नामनिर्देशितियों/विधिवक वारिसों को वामांकृत स्वयं का संदाय तत्पश्चात् से और प्रत्येक दशा में भारतीय जीवन बीमा निगम से बीमांकृत स्वयं प्राप्त होने के सात दिन के भीतर सुनिश्चित करेगा।

[संख्या एस०-35014/191/83-पी० एफ०-2]

S.O. 4029.—Whereas Messrs Music India Limited, Sterling Centre, 16/2, Dr. Annie Besant Road, Worli, Bombay-400018 (MH/4464), (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees Deposit-Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the SCHEDULE annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Maharashtra maintain such accounts and provide such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in

his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme shall be made without the prior approval of the Regional Provident Fund Commissioner, Maharashtra and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium, the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the member covered under the Scheme the employer in relation to the said establishment shall ensure prompt payment of the sum assured to the nominee/legal heirs entitled for it and in any case within 7 days of the receipt of the sum assured from the Life Insurance Corporation of India.

[No. S. 35014(191)/83-PF. II]

का० आ० 4030.—मैसर्स बडोदा रायन कारपोरेशन लिमिटेड, जिला सूरत, अहमदाबाद (गुजरात/1383) (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने बर्म-चारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिए जाने के लिए आवेदन किया है;

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पृथक अभिदाय या प्रीमियम का संदाय किए बिना ही, भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए ये फायदे उन फायदों से अधिक अनुकूल हैं जो कर्मचारी निक्षेप सहबद्ध बीमा स्कीम, 1976 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें अनुजेय है;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और इससे उपबद्ध अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए, उक्त स्थापन को तीन वर्ष की अवधि के लिए उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है।

अनुसूची

1. उक्त स्थापन के संबंध में नियोजक प्रादेशिक भविष्य निधि आयुक्त गुजरात को ऐसी विवरणियां भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी सुविधाएं प्रदान करेगा जो केन्द्रीय सरकार, समय-समय पर निदिष्ट करे।

2. नियोजक, ऐसे निरीक्षण प्रभारों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर संदाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (3क) के खण्ड (क) के अधीन समय-समय पर निदिष्ट करे।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अन्तर्गत लेखाओं का रखा जाना विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का संदाय, लेखाओं का अन्तरण, निरीक्षण प्रभारों संदाय आदि भी है, होने वाले सभी व्ययों का वहन नियोजक द्वारा किया जाएगा।

4. नियोजक, केन्द्रीय सरकार द्वारा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति, और जब कभी उनमें संशोधन किया जाए, तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उसकी मुख्य बातों का अनुवाद, स्थापन के सूचना-पट्ट पर प्रदर्शित करागा।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले भी सदस्य है, उसके स्थापन में नियोजित किया जाता है तो, नियोजक, सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसकी बाबत आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को संदर्शित करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाये जाते हैं तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप से वृद्धि की जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों, जो उक्त स्कीम के अधीन अनुज्ञेय हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होने हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन संदेय रकम उस रकम से कम है जो कर्मचारी को उस दशा में देय होती, जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक वारिस/नामनिर्देशित को प्रतिफल के रूप में दोनों रकमों के अन्तर के बराबर रकम का संदाय करेगा।

8. सामूहिक बीमा स्कीम के उपबन्धों में कोई भी संशोधन प्रादेशिक भविष्य निधि आयुक्त गुजरात के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहां किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो वहां 'प्रादेशिक भविष्य निधि आयुक्त अपना अनुमोदन देने से पूर्व' कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का व्यक्तिगत अवसर देगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी जीवन बीमा निगम की उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है अधीन नहीं रह जाते हैं, या इन स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं; तो यह रद्द की जा सकती है।

10. यदि किसी कारणवश, नियोजक उस नियत तारीख के भीतर, जो भारतीय जीवन बीमा निगम नियत करे, प्रीमियम का संदाय करने में अक्षम रहता है, और पालिसी को व्यपगत हो जाने दिया जाने दिया जाता है तो, छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के संदाय में किए गए किसी व्यतिक्रम की दशा में, उन मृत सदस्यों के नाम निर्देशितियों या वारिसों को जो यदि यह छूट न दी गई होती तो उक्त स्कीम के अन्तर्गत होते, बीमा फायदों के संदाय का उत्तरादायित्व नियोजक पर होगा।

12. उक्त स्थापन के सम्बन्ध में नियोजक, स्कीम के अधीन आने वाले किसी सदस्य को मृत्यु पर होने उसके हकदार नाम निर्देशितियों/विधिक वारिसों को बीमाकृत रकम का संदाय तत्परता से और प्रत्येक दशा में भारतीय जीवन बीमा निगम से बीमाकृत रकम प्राप्त होने के सात दिन के भीतर सुनिश्चित करेगा।

[संख्या एस-35014/193/83-पी० एक 2]

S.O. 4030.—Whereas Messrs The Baroda Rayon Corporation Ltd., Udhana, Distt. Surat Ahmedabad (GJ/1383), (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees Deposit-Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the SCHEDULE annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Gujarat, maintain such accounts and provide such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme shall be made without the prior approval of the Regional Provident Fund Commissioner, Gujarat and where any amendment is likely to affect adversely the interest of the employees the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premiums the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption shall be that of the employer.

12. Upon the death of the member covered under the Scheme the employer in relation to the said establishment shall ensure prompt payment of the sum assured to the nominee/legal heirs entitled for it and in any case within 7 days of the receipt of the sum assured from the Life Insurance Corporation of India.

[No. S. 35014(193)]83-PF. II

का आ० 4031:—मैसर्स इंडियन डेरी कारपोरेशन, दर्पणा आर० सी० दत्त रोड, बड़ोदा-390005 (गुजरात 1320), (जिसे इसमें इसके पश्चात उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) जिसे इसमें इसके पश्चात उक्त

अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिए जाने के लिए आवेदन किया है ;

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पृथक अभिदाय या प्रीमियम का संदाय किए बिना हो, भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन बीमा जीवन के रूप में फायदा उठा रहे हैं और ऐसे कर्मचारियों के लिए ये फायदे उन फायदों से अधिक अनुकूल हैं जो कर्मचारी निवेश सहबद्ध बीमा स्कीम, 1976 (जिसे इसमें इसके पश्चात उक्त स्कीम कहा गया है) के अधीन उन्हें अनुलेय है ;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और इससे उपाबद्ध अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए, उक्त स्थापन को तीन वर्ष की अवधि के लिए उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है।

अनुसूची

1. उक्त स्थापन के संबंध में नियोजक प्रादेशिक भविष्य निधि आयुक्त अहमदाबाद को ऐसी विवरणियां भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिए सुविधाएं प्रदान करेगा जो केन्द्रीय सरकार, समय समय पर निर्दिष्ट करे।

2. नियोजक, ऐसे निरीक्षण प्रभारों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर संदाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (3क) के खण्ड (क) के अधीन समय-समय पर निर्दिष्ट करे।

3. सामूहिक बीमा स्कीम के प्रशासन में, इसके अन्तर्गत लेखाओं का रखा जाना विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का संदाय लेखाओं का अन्तरण, निरोक्षण प्रभारों का संदाय आदि भी है, होने वाले सभी व्ययों का वहन नियोजक द्वारा किया जाएगा।

4. नियोजक, केन्द्रीय सरकार द्वारा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति, और जब कभी उनमें संशोधन किया जाए, तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उसकी मुख्य बातों का अनुवाद, स्थापन के सूचना-पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित, किया जाता है तो, नियोजक, सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसकी बाबत आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को संदत्त करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाये जाते हैं तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप से वृद्धि की जाने की व्यवस्था करेगा जिससे कि कर्मचारियों

के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों, जो उक्त स्कीम के अधीन अनुज्ञेय है।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन संदेय रकम उस रकम से कम है जो कर्मचारी को उस दशा में से देय होती, जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक वारिस / नामनिर्देशिती को प्रतिकर के रूप में दोनों रकमों के अन्तर के बराबर रकम का संदाय करेगा।

8. सामूहिक बीमा स्कीम के उपबन्धों में कोई भी संशोधन, प्रादेशिक भविष्य निधि आयुक्त अहमदाबाद के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहां किसी संशोधन से कर्मचारियों के हित के पर प्रतिकूल प्रभाव पड़ने की संभावना हो वहां, प्रादेशिक भविष्य निधि आयुक्त अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का व्यक्तिगत अवसर देगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम की उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है अधीन नहीं रह जाते हैं, या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं; तो यह रद्द की जा सकती है।

10. यदि किसी कारणवश, नियोजक उस नियम तारीख के भीतर, जो भारतीय जीवन बीमा निगम नियत करे, प्रीमियम का संदाय करने में असफल रहता है, और पालिसी को व्यपगत हो जाने दिया जाता है तो, छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के संदाय में किए गए किसी व्यतिक्रम की दशा में, उन मृत सदस्यों के नामनिर्देशिती या विधिक वारिसों को जो यदि यह छूट न दी गई होती तो उक्त स्कीम के अन्तर्गत होते, बीमा फायदों के संदाय का उत्तरदायित्व नियोजक पर होगा।

12. उक्त स्थापन के सम्बन्ध में नियोजक, इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर उसके हकदार नाम निर्देशितियों / विधिक वारिसों को बीमाकृत रकम का संदाय तत्परता से और प्रत्येक दशा में भारतीय जीवन बीमा निगम से बीमाकृत रकम प्राप्त होने के सात दिन के भीतर सुनिश्चित करेगा।

[संख्या एस-35014/190/83-पी० एफ-2]

ए० के० भट्टराई, अवर सचिव

S.O. 4031.—Whereas Messrs Indian Dairy Corporation, Darpan, R. C. Dutt Road, Baroda-390005 (GJ/1320), (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act 1952 (19 of 1952) hereinafter referred to as the said Act;

And whereas, the Central Government is satisfied that the employees of the said establishment are without making any 900 GI/83—6

separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees Deposit-Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Ahmedabad, maintain such accounts and provide such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme shall be made without the prior approval of the Regional Provident Fund Commissioner, Ahmedabad and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India, as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium, the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said

Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the member covered under the Scheme the employer in relation to the said establishment shall ensure prompt payment of the sum assured to the nominee/legal heirs entitled for it and in any case within 7 days of the receipt of the sum assured from the Life Insurance Corporation of India.

[No. S. 35014(190)/83-PF. II]

A. K. BHATTARAI, Under Secy.

नई दिल्ली, 13 अक्टूबर, 1983

का०आ० 4032—केन्द्रीय सरकार चूना पत्थर और डोलोमाइट खान श्रम कल्याण निधि अधिनियम, 1972 (1972 का 62) की धारा 10 के अनुसरण में, वित्तीय वर्ष 1982-83 के दौरान उक्त अधिनियम के अधीन वित्त पोषित अपने क्रियाकलापों का वृत्त देते हुए उस वर्ष के लेखा विवरण के साथ निम्नलिखित रिपोर्ट प्रकाशित करती है :—

सामान्य :—चूना पत्थर और डोलोमाइट खान श्रम कल्याण निधि, चूना पत्थर और डोलोमाइट खान श्रम कल्याण निधि अधिनियम, 1972 (1972 का 62) के अधीन गठित की गई थी, जिसमें किसी खान में उत्पादित उतने चूना पत्थर और डोलोमाइट पर, जितना चूना पत्थर और डोलोमाइट खानों में नियोजित व्यक्तियों के कल्याण की अभिवृद्धि करने के लिए :—

- (i) किसी कारखाने के अधिष्ठाता को विक्रय किया जाता है या अन्यथा व्ययन किया जाता है, या
- (ii) ऐसी खान के स्वामी द्वारा सीमेंट, लोहा या इस्पात के निर्माण में किसी प्रयोजन के लिए उपयोग में लाया जाता है।

यथास्थिति चूना पत्थर या डोलोमाइट पर एक रुपये प्रति मीट्रिक टन से अनधिक दर से उत्पादन शुल्क में उद्ग्रहण की व्यवस्था की गई है। इस समय उद्ग्रहण की वास्तविक दर बीस पैसे प्रति मीटरी टन है। उपकर में आगम मुख्यतः लोक स्वास्थ्य और स्वच्छता में सुधार, चिकित्सा सुविधाओं की व्यवस्था, आवास तथा पोषण कार्यक्रमों, आदि के लिए आर्थिक सहायता देने के उपयोग में लाए जाते हैं।

2. चूना पत्थर और डोलोमाइट खान श्रम कल्याण निधि-अधिनियम, 1972 में अस्पष्टताओं को दूर करने तथा इसके विस्तार को बढ़ाने के विचार से 1982 के दौरान इस अधिनियम को संशोधित किया गया है। लाइमशेल, कंकर या चूना-कंकर से तत्वता बनाई गई लाइमशेल, चूने-वार रेत या समुद्र रेत के समान खनिजों को "चूना पत्थर" शब्द में शामिल किया गया है। इसे अब स्पष्ट रूप से इस प्रकार परिभाषित किया गया है कि उद्ग्रहण या उपकर संग्रहण के प्रयोजन के लिए लोहा, इस्पात, लौहमिश्र धातुएं मिश्रित इस्पात रसायन, चीनी कागज, उर्वरक रिफ़ैक्टरीज,

लोह अयस्क खंडकरण आदि बनाने वाले कारखानों द्वारा उपभोग किए जाने वाले चूने पत्थर या डोलोमाइट को इस अधिनियम के अन्तर्गत लाया जायेगा।

3. प्रशासनिक सुविधाओं के लिए, उन्नीस राज्यों और मध्य शासित क्षेत्र, गोवा और दिल्ली को, जिनमें देश की चूना, पत्थर और डोलोमाइट खानें हैं, पांच क्षेत्रों में बांटा गया है और इन क्षेत्रों के कल्याण आयुक्तों को इस अधिनियम और इसके अधीन बनाए गए नियमों को लागू करने के लिए कल्याण और उपकर आयुक्तों के रूप में नियुक्त किया गया है। क्षेत्रों का आवंटन इस प्रकार किया गया है :—

क्र० अधिकारी का पदनाम मुख्यालय उनके क्षेत्राधिकार में सं० आने वाले राज्यों के नाम

1. कल्याण आयुक्त श्रम मंत्रालय, भारत सरकार, जबलपुर।	जबलपुर	मध्य प्रदेश, महाराष्ट्र, और मध्य राज्य कंठ, गोवा
2. कल्याण आयुक्त श्रम मंत्रालय, भारत सरकार, भुवनेश्वर।	भुवनेश्वर	उड़ीसा, पश्चिम बंगाल, असम और मेघालय
3. कल्याण आयुक्त श्रम- मंत्रालय, भारत सरकार, इलाहाबाद।	इलाहाबाद	बिहार, उत्तर प्रदेश, जम्मू व कश्मीर, और संघ राज्य क्षेत्र, दिल्ली
4. कल्याण आयुक्त श्रम मंत्रालय, भारत सरकार, चंडीगढ़।	भीलवाड़ा	राजस्थान, गुजरात, हरियाणा, पंजाब और हिमाचल प्रदेश।
5. कल्याण आयुक्त श्रम मंत्रालय, भारत सरकार, बंगलौर।	बंगलौर	तमिलनाडु, कर्नाटक और आन्ध्र प्रदेश

चूना पत्थर और डोलोमाइट खानों के श्रमिकों के लिए निम्नलिखित कल्याण सुविधाओं की व्यवस्था की गई है :—
क. स्वास्थ्य

1982-83 के दौरान कल्याण निधि संगठन द्वारा स्थापित किए गए 13 आयुर्वेदिक औषधालयों, एलोपैथिक औषधालयों तथा एक प्रसूति एवं बाल कल्याण केन्द्र ने देश के चूना पत्थर तथा डोलोमाइट खान श्रमिकों तथा उनके आश्रितों को चिकित्सा उपचार देना जारी रखा। 7 एम्बुलेंस वाहन (भुवनेश्वर क्षेत्र में एक, बंगलौर क्षेत्र में चार, जबलपुर क्षेत्र में एक तथा भीलवाड़ा क्षेत्र में एक) खरीदने के लिए 2.10 लाख रु० की अनुदान सहायता दी गई है। भुवनेश्वर क्षेत्र में एकमेरे मशीन खरीदने तथा अस्पताल उपस्कर खरीदने तथा अस्पताल उपस्कर खरीदने के लिए 73 हजार रुपए की अनुदान सहायता भी दी गई है। क्षय रोगियों के उपचार के लिए क्षय रोग अस्पतालों में 42

पलग (भुवनेश्वर क्षेत्र में 33, बंगलौर क्षेत्र में 6 तथा जबलपुर क्षेत्र में 3) आरक्षित किए गए हैं। 1982-83 के दौरान 33 क्षय रोगियों का उपचार किया गया है। घातक तथा गम्भीर लाभ दुर्घटना योजना के अन्तर्गत 3 मामलों में लाभ दिए गए हैं। 1982-83 के दौरान स्वास्थ्य कार्य-कलाप के अधीन हुआ कुल व्यय 21.32 लाख रुपये था।

शिक्षा :

छात्र-वृत्ति देने संबंधी योजना के अधीन नियमित चूना-पत्थर तथा डोलोमाइट खान के उन श्रमिकों के पुत्रों तथा पुत्रियों की छात्रवृत्तियां दी गई हैं, जिनकी मासिक आय 600 रुपये से अधिक नहीं है। इस योजना में कक्षा पाच से दस तक, तकनीकी शिक्षा, डिग्री पाठ्यक्रमों, चिकित्सा तथा इंजीनियरी पाठ्यक्रमों के लिए प्रति विद्यार्थी 10 रु० प्रति मास से 75 रु० प्रति मास तक भिन्न-भिन्न दरों पर छात्रवृत्तियां देने की परिकल्पना की गई है। 1982-83 के दौरान शिक्षा कार्यक्रमों के अन्तर्गत 1.82 लाख रु० खर्च किए गए हैं।

मनोरंजन :

रिपोर्टाधीन वर्ष के दौरान दो चलते चलते सिनेमा एकक जबलपुर में, एक भुवनेश्वर क्षेत्र में चार इलाहाबाद क्षेत्र में तथा तीन बंगलौर क्षेत्र में कार्य करते रहे। चूना-पत्थर तथा डोलोमाइट खान श्रमिकों के लिए एक अवकाश ग्रह भी उड़ीसा में पुरी में स्थापित किया गया है। देश के विभिन्न खान प्रबन्धकों को उप साधनों सहित 16 एम.एम. के 29 प्रोजेक्टर दिए गए हैं। फिल्म किराया व्यय की प्रतिपूर्ति के लिए खान प्रबन्धकों को अनुदान सहायता दी जा रही है। इसके अतिरिक्त कुछ प्रबन्धकों को रेडियो सेट भी दिए गए हैं। रिपोर्टाधीन अवधि के दौरान मनोरंजन सुविधाओं के लिए 5.42 लाख रु० खर्च किए गए हैं।

5. आवास .

चूना-पत्थर तथा डोलोमाइट श्रमिकों के लिए निवास स्थान की व्यवस्था करना संगठन के प्रमुख कार्यों में से एक कार्य है। फिलहाल दो योजनाएं चालू हैं, अर्थात् :—

- (1) अपना मकान बनाओ
- (2) टाइप-I आवास योजना ।

अपना मकान बनाओ योजना के अधीन चूना-पत्थर तथा डोलोमाइट श्रमिकों को प्रति मकान 1500 रु० (600 रु० आर्थिक सहायता के रूप में तथा 900 रु० ग्राज रहित ऋण के रूप में) तक की वित्तीय सहायता देय थी। इस राशि को अब बढ़ा कर पहली अप्रैल, 1983 में 4000 रु० तक कर दिया गया है। यह ऋण 9 वर्षों में अधिक अवधि में मासिक किश्तों में वसूल किया जाएगा। 1982-83 के दौरान इस योजना के अधीन 20 मकान पूरे किए गए हैं। टाइप-I आवास योजना के अधीन साधारण क्षेत्रों के लिए 6,825 रु० की मानक अनुमानित लागत की 75 प्रतिशत की दर से तथा काली कपास तथा उभरी हुई मिट्टी वाले

क्षेत्रों के लिए 7,925 रु० या वास्तविक लागत का 75 प्रतिशत, इनमें से जो भी कम हो की दर से आर्थिक सहायता देय थी। पहली अप्रैल, 1983 से आर्थिक सहायता की इस राशि को बढ़ाकर 10,000 रु० का 75 प्रतिशत या निर्माण की वास्तविक लागत का 75 प्रतिशत इनमें से जो भी कम हो, तक कर दिया गया है। इसके अतिरिक्त साधारण क्षेत्रों के लिए 2000 रु० की 50 प्रतिशत की दर से तथा काली कपास तथा उभरी हुई मिट्टी वाले क्षेत्रों के लिए 2000 रु० का वास्तविक लागत का 75 प्रतिशत, इनमें से जो भी कम हो, विकास व्यय भी देय है। विकास व्यय में अन्य बातों के साथ साथ बाहरी तथा भीतरी जल की पूर्ति, स्वच्छता, बिजली तथा पट्टवने की सड़को संबंधी व्यय शामिल है। वित्तीय वर्ष 1982-83 के दौरान टाइप-I आवास योजना के अन्तर्गत 908 घरों की मंजूरी दी गई तथा 80 घर पूरे किए गए थे।

जल प्रदाय :

जल प्रदाय कार्यक्रमों के अधीन निम्नलिखित कार्यक्रमों पर किए गए :—

(क) मैसर्स सी०सी०आई० लिमिटेड बोकाजाम असम को दिल्ली ई० पर्वत लाइमस्टोन माइन को उनकी जन प्रदाय योजना के लिए 35,750 रु० दिए गए हैं।

(ख) मैसर्स पन्याम सीमेंट एण्ड मिनरल इन्डस्ट्रीज सीमेंट लिमिटेड नगर (आन्ध्र प्रदेश) को 40,500 रुपये दिए गए हैं।

(ग) मैसर्स ए०सी०सी० जामुअल सीमेंट वर्क्स, दुर्ग, एम०पी० को एक ओवरहेड टैंक बनाने के लिए 36,590 रुपये दिए गए हैं।

(घ) मैसर्स जे०के० सीमेंट वर्क, पिम्बाहेरा, राजस्थान को एक ओवरहेड बनाने के लिए 34,254 रुपये दिए गए हैं।

(ङ) बंगलौर क्षेत्र में मैसर्स केवीराम सीमेंट ब्रम्न्ध-नगर के पक्ष में एक जल प्रदाय योजना मंजूर की गई है।

वर्ष 1982-83 का लेखा विवरण

पहली अप्रैल, 1982 को अवशेष	2,05,52,974.89 रु०
1982-83 के दौरान प्राप्ति	61,78,358.27 रु०
1982-83 के दौरान व्यय	45,72,449.76 रु०
31 मार्च, 1983 को अंतशेष	2,21,58,883.40 रु०

[फाइल संख्या 16016/2/83-डब्ल्यू-II]

कंवर राजेन्द्र सिंह, अवर सचिव

New Delhi, the 13th October, 1983

S.O. 4032 :—In pursuance of Section 10 of the Limestone and Dolomite Mines Labour Welfare Fund Act, 1972 (62 of 1972), the Central Government hereby publishes the following report giving an account of its activities financed under the said Act during the financial year 1982-1983 together with the statements of accounts of that years .—

General :—The Limestone and Dolomite Mines Labour Welfare Fund was constituted under the Limestone and Dolomite Mines Labour Welfare Fund Act, 1972 (62 of 1972) which provides for the levy and collection of cess at a rate not exceeding one rupee per metric tonne on so much of Limestone and Dolomite produced in any mine—

- (i) as is sold or otherwise disposed of to the occupier of any factory; or
- (ii) as is used by the owner of such mine for any purpose in connection with the manufacture of cement, iron or steel;

to promote the welfare of the persons employed in limestone and dolomite mines. The actual rate of levy presently is twenty paise per metric tonne. The proceeds of the cess are being utilised mainly for the improvement of public health and sanitation, provision of medical facilities, subsidy on housing and programmes of nutrition etc.

2. The Limestone and Dolomite Mines Labour Welfare Fund Act, 1972 has been amended during 1982 with a view to remove the ambiguities and to enlarge its scope. Minerals like Limeshell, calcareous sand and sea sand essentially composed of limeshell, Kankar or Limb Kankar have been included under the term "Limestone". It has now clearly been defined that the Limestone or dolomite consumed in factories manufacturing iron, steel, ferro-alloys, alloy steels, chemicals, sugar, paper, fertilizers, refractories, iron ore pelletisation etc. will be covered under the Act for purpose of levy and collection of Cess.

3. For administrative convenience, the nineteen States and Union Territories of Goa and of Delhi which have limestone and dolomite mines in the country, have been grouped into five regions and the Welfare Commissioners of the areas have been appointed as Welfare and Cess Commissioners for the enforcement of the Act and Rules framed thereunder. The Allocation of the region is as under:—

Sl. No.	Designation of the Officer	Headquarters	Name of the States and the Jurisdiction
1.	Welfare Commissioner, Ministry of Labour, Government of India, Jabalpur.	Jabalpur	Madhya Pradesh, Maharashtra and Union Territory of Goa.
2.	Welfare Commissioner, Ministry of Labour, Government of India, Bhubaneswar.	Bhubaneswar	Orissa, West Bengal, Assam and Meghalaya.
3.	Welfare Commissioner, Ministry of Labour, Government of India, Allahabad.	Allahabad	Bihar, Uttar Pradesh, Jammu and Kashmir and Union Territory of Delhi.
4.	Welfare Commissioner, Ministry of Labour, Government of India, Bhilwara.	Bhilwara	Rajasthan, Gujarat, Haryana, Punjab and Himachal Pradesh.
5.	Welfare Commissioner, Ministry of Labour, Government of India, Bangalore.	Bangalore	Tamil Nadu, Karnataka and Andhra Pradesh.

The following welfare facilities have been provided to limestone and dolomite mine workers:—

A. Health:—During 1982-1983 13 Ayurvedic dispensaries, 17 Allopathic dispensaries and one maternity-cum-child welfare Centre set up by the Welfare Fund Organisations continue to cater medical treatment to the limestone and dolomite mine workers and their dependents in the country. Grants-in-aid amounting to Rs. 2.10 lakhs has been paid for the purchase of 7 ambulance Vans (1 in Bhubaneswar region, 4 in Bangalore region, 1 in Jabalpur region and one in Bhilwara region). Grants-in-aid of Rs. 73 thousands has also been paid for the purchase of X-ray machine and for the purchase of hospital equipment in Bhubaneswar region. 42 beds (33 in Bhubaneswar region, 6 in Bangalore region and 3 in Jabalpur region) have been reserved in T.B. hospitals for the treatment of T.B. patients. 33 T.B. patients have been given treatment during 1982-83. Benefits have been given in 3 cases under the Fatal and Serious Benefit Accident Scheme. The total expenditure during 1982-83 under the activities Health was 21.32 lakhs.

B. Education:—Under the scheme for the award of scholarship, scholarships are granted to the sons and daughters of regular limestone and dolomite mine workers whose monthly earnings do not exceed Rs. 600/- per month. The scheme envisages award of scholarships for Class V to X, technical education, degree courses, medical and engineering courses at the rates varying from Rs. 10/- p.m. to Rs. 75/- p.m. per student. During 1982-83 a sum of Rs. 1.82 lakhs has been spent under the activity education.

C. Recreation:—Two Mobile Cinema Units in Jabalpur, one in Bhubaneswar region, 4 in Allahabad region and 3 in Bangalore region continue to function during the year under report. A Holiday Home has also been set up at Puri in Orissa for the limestone and dolomite mine workers. 29, 16 mm. projectors with accessories have been provided to different mine managements in the country. Grants-in-aid for reimbursement of film hire charges are being paid to the mine managements. Besides, radio sets have also been provided to some managements. During the period under report an amount of Rs. 5.42 lakhs has been spent on recreational facilities.

D. Housing:—Provision of housing accommodation for limestone and dolomite workers is one of the main activities of the Organisation. Presently there are two schemes in vogue, viz:—

- (i) Build Your Own House Scheme.
- (ii) Type I Housing Scheme.

Under Build Your Own House Scheme, financial assistance to the tune of Rs. 1,500/- per tenement (Rs. 600/- in the form of subsidy and Rs. 900/- in the form of interest free loan) was payable to the limestone and dolomite worker. This amount has since been increased to Rs. 1,000/- and Rs. 4000/- respectively with effect from 1st April, 1983. The loan is recoverable in monthly instalments spread over a period of not exceeding 9 years. During 1982-83, 20 houses have been completed under this scheme, under Type-I Housing Scheme subsidy was payable at the rate of 75% of the standard estimated cost of Rs. 6,825/- for ordinary areas and Rs. 7,925/- for black cotton and swelly soil areas or 75% of actual cost of construction, whichever is less. The amount of subsidy has been increased with effect from 1st April, 1983 to 75% of Rs. 10,000/- or 75% of actual cost of construction, whichever is lower. In addition to it the development charges are also payable @50% of Rs. 2,000/- for ordinary areas and 75% of Rs. 2000/- for black cotton or swelly

soil areas or of the actual cost, whichever is lower. The development charges will inter-alia include external and internal water supply, sanitation, electricity and approach roads. During financial year 82-83 total No. of 908 houses were sanctioned under type I Housing Scheme and 80 houses have been completed.

E. Water Supply:—Under the activity Water Supply:—

- (a) Rs. 35750 have been paid to Dillai Parbat Limestone Mine of M/s. CCI Ltd. Bokajam Assam for their water supply scheme.
- (b) Rs. 40,500 have been paid to M/s. Panayam Cement and Mineral Industries Ltd., Cement Nagar (Andhra Pradesh).
- (c) Rs. 36590 have been paid to M/s. A.C.C. Jamual Cement Works Durg Madhya Pradesh for the construction of and Overhead Tank.
- (d) Rs. 34254 have been paid for the construction of an Overhead Tank to M/s. J.K. Cement Work—Nimbahera, Rajasthan.
- (e) A Water Supply Scheme has been sanctioned in favour of M/s. Kesoram Cement, Basanthnagar in Bangalore region.

Statement of account for year 1982-1983:—

Opening balance as on 1st Apr. 1982	Rs. 2,05,52,974.89
Receipt during the year 1982-1983	Rs. 61,78,358.27
Expenditure during the year 1982-1983	Rs. 45,72,449.76
Closing balance as on 31st March, 1983	Rs. 2,21,58,883.40

[F.No. Z.16016/2/83-Wellare-II]

KANWAR RAJINDER SINGH, Under Secy.

New Delhi, the 13th October, 1983

S.O. 4033.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal No. 3 Dhanbad, in the industrial dispute between the employers in relation to the management of Satgram Area of Eastern Coalfields Limited, P.O. Devchandnagar, District Burdwan and their workmen, which was received by the Central Government on the 5th October, 1983.

BEFORE THE CENTRAL GOVT. INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT NO. 3, DHANBAD

Reference No. 111/80

PRESENT :—

Shri J.N. Singh.
Presiding Officer.

PARTIES :—

Employers in relation to the management of Satgram Area of Eastern Coalfields Ltd., P.O. Devchandnagar, Dist. Burdwan,

AND

Their Workman

APPEARANCES :—

For the Employers—Shri T.P. Chowdhury, Advocate.

For the Workmen—Shri B. Lal, Advocate

INDUSTRY : Coal.

STATE : West Bengal

Dated, the 23rd September, 1983

AWARD

The Govt. of India in the Ministry of Labour in exercise of the powers conferred on them U/S 19 (1) (d) of the Industrial Disputes Act, 14 of 1947 referred the dispute to the Central Govt. Industrial Tribunal-cum-Labour Court, Calcutta for adjudication. Subsequently by Order No. S-11025 (4)/80-D. IV (B) dated the 14th/17th November '80, the dispute has been transferred to this Tribunal for adjudication.

SCHEDULE

"Whether the demand of overmen of Satgram Area of Eastern Coalfields Ltd., for payment of "Charge Allowance for handing and taking over charge" in consideration of their duties and responsibilities as laid down in Regulation 43 of Coal Mines Regulations, 1957 and the action of the management in refusing to pay such allowance, is justified. If not, to what relief are the said workmen entitled?"

2. The case of the union is that the overmen concerned in Satgram Area of Eastern Coalfields Ltd., have been doing overtime work everyday virtually for about an hour in handing over charge to their next shift man in compliance of their duties under the Coal Mines Regulations, 1957 and other laws and rules applicable to them. The representatives of the union had raised the point whether under the Coal Mines Regulations the overman is required to hand charge to his successor at the end of his shift or not and the Director General of Mines Safety drawing attention to the provisions of Regulation 43(8) (c) of the Coal Mines Regulations clarified that where a mine is worked in a continuous succession of shifts, it is the statutory duty of the overman to confer with his successor regarding safety of his district. It is submitted that the duties of overmen are not only onerous but hazardous also and they are required to bear responsibilities as provided under the rules and laws.

3. It is further their case that the subsidiaries of Coal India Ltd. like Bharat Coking Coal Limited have already started paying charge allowance for actual time taken in handing over charge at the rate of overtime and the workmen concerned also demanded the payment for actual time taken in handing over charge at the rate of overtime. It is further stated that the employer of Eastern Coalfields formerly did not consider this demand but after the dispute was raised they have started paying Rs. 80/- per month to overman as charge allowance. This payment is being made as the management admitted the position that the demand of payment of charge allowance is justified. But payment of Rs. 80/- per month cannot be considered as adequate relief. According to the union. The overman who work in shift duty is required to put about 26 hours as overtime in a month in handing over charge for which they should be paid not less than Rs. 260/- per month. It is, therefore prayed that the overmen of Satgram Area of Eastern Coalfields Ltd., should be paid charge allowance for handing and taking over charge to his successor at the rate of overtime and the action of the management in refusing the same is unjustified.

4. The management filed their first written statement in the case in April, 1981. This written statement is in 4 paras only and it is stated that the dispute referred to in the order of Reference has already been settled and as per said settlement all the overmen of Satgram Area are getting a consolidated sum per month as charge allowance for handing and taking over charges and the said charge allowance is also being paid to Sr. Overman and Mining Sirdars employed in different coal mines in the company and in view of the above payment the dispute in question is no longer in existence and therefore an award be passed holding that the dispute referred to is no longer in existence and the same stand settled before the order of Reference was made. It may, however, be stated that the union has denied the existence of any such settlement and it has been contended that no such settlement was arrived at between the management and the workmen concerned or their union. In the rejoinder the defence taken is that an overman is not a workman within the meaning of the Industrial Disputes Act as his nature of work is entirely supervisory and they are getting more than Rs. 500/- per month as their pay. It is also denied that the overmen concerned have been doing

overtime work virtually everyday for about an hour in handing over the charge to their counterpart of the next shift. It is submitted that under the Coal Mines Regulations when an overman is working in a continuous succession of shifts he has to confer with the official succeeding him and give him such information as may be necessary for the safety of the district and at the end of the shift he has to keep a general report in a bound book on the performance of his shift and anything concerned working of the mine. It is also submitted that in case of Mining Sirdars under the Coal Mines Regulations he has to confer with the next Mining Sirdar and acquaint him with all matters regarding his personal attention besides giving information regarding safety etc. But for an overman there is no scope to remain inside the mine at the end of the shift except the only thing he has to do before leaving he has to confer with his successor and give information and the report in the bound book for which only a few minutes is required. It is also stated that the employers, however, assured them to pay a flat sum of Rs. 80 per month and all the overmen are being paid accordingly.

5. The main defence of the management thus is that as an overman is not a workman within the definition of the Industrial Disputes Act, the present Reference is illegal and this Court has got no jurisdiction to entertain the Reference.

6. The point for consideration is as to whether the demand of the overmen concerned for payment of charge allowance for handing and taking over charge in consideration of their duties and responsibilities as laid down in Regulation 43 of the Coal Mines Regulations and the action of the management in refusing to pay such allowance is justified. If not, to what relief the said workman concerned are entitled.

7. The first question to be determined in this case is as to whether an overman comes under the definition of 'workman' as defined in Section 2(s) of the Industrial Disputes Act or not. Under the said section 'workman' means any person employed in any industry to do any skilled or unskilled manual, supervisor, technical or clerical work. But it does not include any such person who being employed in a supervisory capacity drawn wages exceeding Rs. 500 per month or exercises either by the nature of duties attached to the office or by reasons of the powers vested in him, functions mainly of a managerial nature. It is now well settled in the case reported in S.C.L.J. Vol. 8, page 367 (Burmah Shell Oil Storage and Distribution Co. of India Ltd., and Burmah Management Staff Association) that the question of any is not material and for this purpose a workman must be held to be employed to do that work which is the main work he is required to do even though he may be incidentally doing other type of work. In this particular case, it is, therefore to be seen as to whether the duty of an overman is mainly supervisory or not. It is a question of fact which is to be decided on the evidence on record. There is also another ruling of the Supreme Court reported in Vol. 7 S.C.L.J. Page in a well known case (Ananda Bazar Patrika (P) Ltd., and the workmen). In this case it has been held that few minor duties of a supervisory nature cannot convert the office of Sr. Clerk in-charge into that of a supervisor. The mere fact that some supervisory duties are also carried out incidentally cannot be said to be the main work of supervisory character. In this particular case it will appear that the said clerk had also been given power of some amount of control over the other clerks working in his section and the only power he could exercise over them was to allocate work between them, to permit them to leave during office hours and to recommend their leave application. In another ruling of the Calcutta High Court reported in 1982 I.F. L.R. page 74 it has been stated that persons having technical expertise are often required to guide the labourers as to how the machine will be run and how the technical process of production is to be carried out. Such technicians render their technical expertise alone with other workers. In such circumstances it cannot be said that simply because they did not run the machines themselves but stood by and guided ordinary workmen in the matter of running the machine and/or carrying out the phases of production, they were purely administrators and supervisors and their only job is to supervise the men and not the machine. It is also observed that supervisor as understood in Section 2(s) really

means that the person exercising supervisory works is required to control the men and not the machines. His duty is to see how the employees will be engaged in different works of production and maintenance. If a person is required to render his technical knowledge in the matter of production along with other workmen as directed by other superiors then he cannot be said to be exercising supervisory works or administrative works.

8. It cannot be disputed that an overman works under the direction of the Manager or under Manager. MW-1 who is Area Manager of Satgram Area has admitted in his cross-examination that an overman has got no power to appoint or dismiss or to grant leave to any workman. Thus it is clear that an overman has got no control over the persons working under or along with him. On behalf of the workmen 3 witnesses have been examined and they have stated about the duties performed by an overman. WW-2 is Gul Mohammad and a workman as Overman in Adjoy Second Colliery. He has stated that as overman they have no power to appoint, grant or refuse leave or even to recommend disciplinary action etc. He has stated that the duty of an overman is to work in mine district as directed by the manager and they have to keep the map up-to-date with his own hand to show the working, to do gas testing and roof testing by lathi, support testing, checking of travelling road and haulage road with the help of his stick in his hand and to see whether work is done according to rules to avoid danger and submit day to day report on a book and also report verbally to the manager regarding the work done by him. WW-3 is Sri Uma Shankar Ram one of the workmen concerned. He has stated that as overman he checks ventilation, roof, gas, support and haulage road and they are checked with the help of a stick. The evidence of these witnesses would thus show that an overman works as per direction of the Manager and he has got no power even to grant leave etc.

9. The learned Advocate for the management has drawn my attention to Regulation 43 of the Coal Mines Regulation as also provisions under the Mines Act by which an overman has been defined as a competent person. Regulation 43 of the Coal Mines Regulations, 1957 deals with the duties and responsibilities of an overman and it provides that subject to the orders of superior officials he shall have responsible charge and control of such part of the mine and shall carry out such duties as may be assigned to him by the manager and while on duty he shall carry a tracing of the workings of such district and shall keep the tracing up-to-date. Other duties are also mentioned in this Regulation and on a perusal of those duties it will appear that the duties assigned to him are purely of technical nature which he has to perform along with other workmen. The reading of Regulation 43 will not show that his work is mainly of a supervisory character. In fact while checking different things in the mine he has to work manually also as the said said checking is to be done with the help of a stick. There is no provision in this section to show that he has got any administrative control over any workman or that he can recommend their leave or even take any disciplinary action. Thus it will appear that an overman renders his technical expertise along with other workers for production work. His main function is to control the safety devices in the mine and see personally if they are in order. He has to see personally that the roof is safe, the support is safe and that the travelling road and haulage road are also safe and these safety aspects are tested with the help of a stick. Gas testing is also done by him. All these duties clearly indicate that they are all of technical nature and the testing is done by the Overman himself. He has thus no supervisory control on any person working in the mine. In such circumstances it cannot be held that an overman is not a workman as his cannot be held that an overman is not a workman as his duty is mainly of a supervisory character. In fact the duties assigned to him clearly indicate that his main duty is of a technical nature and he controls the workings of mine and its production as per direction of his superior officer and that most of the work done by him is done manually with the help of stick.

10. It has been contended on behalf of the management that the Calcutta Tribunal in some cases has held that an overman is not a workman as defined under the Industrial Disputes Act. But each case depends on its own facts. By Industrial Tribunal No. 1 Dhanbad as also by this Tribunal in some other cases on the evidence on record it has been held that an overman comes under the definition of workman. Further the principle laid down by the Supreme Court clearly provides that to determine the issue the main duty performed by a person is the main criteria to decide whether the work is of a supervisory nature or not. In this case sufficient evidence has been adduced by the workmen to show that they have to do several works with their own hand while working in mine and help in production of coal. No ruling has been cited on behalf of the management of any High Court or of Supreme Court to show that an overman working in a coal industry will not come under the definition of workman as defined in the Industrial Disputes Act.

11. Considering the evidence on record, I hold that an overman is a workman as defined under Section 2 (s) of the Industrial Disputes Act and the Reference is not incompetent on that score.

12. Then let us turn to the merits of the case. The demand of the workmen is that about one hour is spent by them in handing over charge to his successor at the end of his shift in the mine which works in shift. This period of one hour is spent by them after finishing of their duties of 8 hours and they have also to make over charge to their successors and so they are entitled to charge allowance for the said period at the rate of overtime allowance.

13. WW-2 has stated that he has to hand over charge to his successor of next shift by going through all the places of working, showing the places of defect etc. WW-3 another overman has stated that after finishing his duty of 8 hours, he prepares overman's report and he is to hand over charge to his successor showing the work done and defects if any and also point out the different places of work for which he has to go round with the successor while making over charge and in this work about one hour is spent. On behalf of the management it has been stated by MWs that after finishing 8 hours duty the only duty of an overman is to write his report in a bound book which he does on the surface and that he does not go with the successor underground to point out the places of defects or the places of work to him and that there is no provision in the Coal Mines Regulations for handing over charge. But this contention of the management does not appear to be sound. Regulation 43(8) (c) of the Coal Mines Regulations clearly provides that if a mine is working in a continuous succession of shifts, the overman shall confer with the official succeeding him and give him such information as may be necessary for the safety of his district or of persons employed therein. Section 2(f) further provides that at the end of his shift he shall record in a bound paged book kept for the purpose of general report on the performance of all his duties during the shift including anything concerning proper working of the mine and the safety and discipline of the persons employed in his district. Thus, besides recording the above facts in the book his duty is also to confer with his successor and give him such information as may be necessary for the safety of his district. The words persons employed therein in this sub-section clearly indicate that no work is done under the control or direction of an overman. If that would have been a fact then the word should have been 'persons employed under him'. Confering with his successor clearly indicate that necessary informations are to be given to him before leaving his duty and for that purpose an overman naturally will also have to go and show the places of defect to his successor and this act of confering cannot be fulfilled by simply making a record in a book kept for the purpose. The recording in a book is quite different from confering with his successor.

14. It was contended on behalf of the management that the union had referred the matter to the Director General of Mines Safety regarding handing and taking over charge who held that there was no question of making over and taking over charge as provided under Regulation 43(8)(c) of the Coal Mines Regulations. The minutes of the said meeting

with the Director-General of Mines Safety has been marked as Ext. M-2 on which reliance has been placed by the union also. The Director General of Mines Safety held that under the provisions of Regulation 43(8)(c) where a mine is worked in a continuous succession of shifts it is the statutory duties of the overman to confer with his successor regarding safety of his district. Confering naturally means making over charge. Further it is now too late for the management to contend that there is no question of making over and taking over charge. In the earliest written statement filed on behalf of the management it has been mentioned that as per settlement all the overmen of Satgram Area are getting a consolidated sum per month as charge allowance for handing over and taking over charges. Thus it is admitted by the management that some amount is being paid as charge allowance for handing over and taking over charges. The amount paid is admittedly Rs. 80 to an overman and Rs. 60 to a Mining Sirdar per month. There are also other documents on the record to show that the fact that an overman is required to make over charge to his successor at the end of his duty. Ext. W-5 is a letter by the Manager, Kuardih Colliery which is under Eastern Coalfields addressed to different overmen of that quarry and is dated 27-2-83. By this letter the overmen were directed to hand over the charges to their relieving men in the district itself. Thus this letter clearly indicates that an overman has to make over charge to his reliever before leaving his duty. This letter also proves that the duty of handing over charge is to be done in the district itself and not on the surface as contended by the management. This is a letter of the Eastern Coalfields under whose jurisdiction the Satgram Area also falls. There is another letter of the Manager, Tirat Colliery under Eastern Coalfields addressed to all overmen of that colliery and is dated 25-11-82. In this letter it is mentioned that it was found that at the end of the shift charge is not handed over to the reliever as a result information about the section of mine as a whole is not known to the relieving man and therefore they are directed to give charge to their reliever in details at the end of the shift and this should be strictly followed. This letter thus clearly indicates that the charge is to be given in details and not merely by writing something on a bound book as contended by the management. Naturally therefore the giving of charge in detail must take some time and the contention of the management that no time is taken in making over charge falls to the ground.

15. It will also appear that in the rejoinder the management has taken the plea that Rs. 80 per month is being given to overman by way of ex-gratia grant and this fact have been stated by the 2 MWs examined in this case. But there is no paper to show that Rs. 80 per month as ex-gratia grant is being given and not as charge allowance for making over charge. Rather in the earliest written statement it is admitted by the management that this amount is being paid as charge allowance for handing over and making over charge and the management cannot back out from their written statement at this stage.

16. Thus from the evidence of the parties it is clearly proved that a sum of Rs. 80 is being paid to the overmen as charge allowance for handing over charge. According to the union this amount is not sufficient. It is also proved from the overmen's book marked Ext. W-7 for the workmen and Ext. M-1 for the management for different period that about half an hour to one hour is taken for making over and handing over charge. Ext. M-1 is of Satgram colliery for the period from 19-1-83 to 8-2-83 which would show that generally half an hour is taken in the said work. Ext. W-7 is dated 9-8-83 of a subsequent period in which time taken is shown to be 45 minutes or one hour and it is contended on behalf of the management that time spent by them has been inflated in this report book of overman for the purpose of his case. Be whatever it may, it is clear that sufficient time is taken for making over and taking over and this work is to be performed by an overman who works in shift only. At this very stage it may be stated that charge allowance has been demanded in this Reference by only those overman who work in shift duty where a mine works in continuous shift and it is not demanded by overmen who are engaged in other duties. The decision of this Reference will be applicable to those overmen who work in shift duty and has to make over charges and naturally it will not apply to other overmen.

17. It is in evidence of the workmen that in other collieries such charge allowance is being paid at the rate of overtime wages for the period taken in making and handing over charge. This fact has not been specifically denied on behalf of the management. Ext. W-1 is a letter dated 12-9-81 issued by the Manager (Admn.) to the Project Officers and Colliery Managers of Hazaribagh Area of Central Coalfields Ltd., and it deals with overtime allowance for handing over and taking over charge. It may be mentioned that the Central Coalfields Ltd., Bharat Coking Coal Ltd., and Eastern Coalfields Ltd., are now all subsidiaries of the Coal India Ltd. The Coal India Ltd., therefore, should follow a uniform policy while making such payment. The evidence would show that no uniform practice is being followed by all these subsidiaries. The workmen concerned who are working in Satgram Area in Eastern Coalfields are getting Rs. 80 per month for this purpose. Ext. W-1 would show that prior to 1-7-81 an adhoc payment of Rs. 2500 was paid to the overmen and mining sirdars as overtime allowance for handing over and taking over charge and it was ordered that from 1-7-81 overtime allowance will be paid to eligible overmen and Mining Sirdars of underground and opencast mines of that area who are required to hand over charge statutorily or under the orders of the Project Officer at the end of the shift where work is done in 2 or 3 shifts at the uniform rate of one hour per day. Thus by this letter the issue was settled by the Central Coalfields and each overman who works in shift is to get charge allowance for handing and taking over charge at the overtime rate for one hour per day. But here the payment is Rs. 80 only per month. Exts. W-3 & W-4 are the statements of the time taken by different overmen of Adjoy Second (M) Colliery under the Eastern Coalfields showing the total hours spent by each overman for making and taking over charge. WW-2 is an overman of this colliery and he has stated that for this extra work of handing over charge they get their wages at overtime rate and Exts W-3 & W-4 are the statements showing the time taken by them in making over charge in the month of September and October, 1982. The fact that the overmen of Adjoy Second Colliery are getting charge allowance at the overtime rate for the period taken in making and taking over charge has not been denied by the management. Thus from these 2 documents it will appear that in other collieries of the Eastern Coalfields, Central Coalfields charge allowance is paid at the overtime rate for the time taken in making and taking over charge and under the Western Coalfields the time for making and taking over charge has been fixed as one hour and overtime allowance is being paid for one hour daily to all the overmen. According to WW-2 also such amount is being paid in his colliery also which is under Eastern Coalfields.

18. It was however contended on behalf of the management that prior to NCWA-II a charter of demand was submitted on behalf of different unions which included charge allowance also and the N.C.W.A. which is a bipartite settlement between the management of Coal Industry and all major unions would show that such allowance was not paid. It is further stated that the said bipartite agreement that is N.C.W.A.-II is binding on the sponsoring also because copy of the said settlement was sent to all the authorities under Rule 58(4) of the Industrial Disputes (Central) Rules. It is contended that when such allowance was not allowed by the said agreement it should be held that it was rejected by the said settlement and so this issue cannot be raised again. In support of it the learned Advocate for the management has cited before me a ruling reported in 2 S.C.L.J. page 903. But the fact of this ruling is quite different. From a perusal of that ruling it will appear that the workmen themselves had dropped their demand and therefore it was held in that case that the said demand cannot be raised again. In this case there is no evidence to show that this demand was dropped by the different unions and therefore the demand will be deemed to be alive and can legally be raised again. It may also be stated that in the earliest written statement the management contended that the dispute in question has already been settled between the parties and the dispute is no longer exist. This fact has totally been denied on behalf of the concerned workmen. No document has been filed to show that any settlement was ever arrived at between the parties. It appears that when the dispute was raised the management paid some amount as charge allowance to the concerned workmen but definitely it is not sufficiently one.

The work of the workmen concerned is very strenuous and hazardous and following the norms adopted by the Central Coalfields, I think, the workmen concerned should also get charge allowance at the overtime rate as allowed by the Central Coalfields Ltd. The question, however, is as to what time should be allotted for making and taking over charge. This will automatically differ from mine to mine. But to avoid any future dispute it will be proper to fix time also for which charge allowance at the overtime rate is to be paid. I think the ends of justice will be met if a time of 45 minutes per day is fixed for the purpose. Each overman who work in shift should get charge allowance at the rate of 45 minutes per day at the overtime rate in mines who work in continuous shift.

19. Considering the evidence on record and facts and circumstances of the case, I hold that the demand of the overmen concerned for payment of charge allowance to them is fully justified and the action of the management in refusing the same is illegal and unjustified. The workmen concerned are entitled to get charge allowance for 45 minutes per day at overtime rate from the date of passing of this award only in cases where they work in shift and they have to make over charge to his successor. The payment at the said rate, minus the amount already paid to them, is to be made from the date of passing of this award which will be effective from the date of passing of the award.

20. The award is given accordingly.

J. N. SINGH, Presiding Officer

[No. L-19042(31)/79-D.IV(B)Pt.]

A. K. SAHA MANDAL, Desk Officer

नई दिल्ली, 29 सितम्बर, 1983

आदेश

कांआ० 40 34.—केन्द्रीय सरकार की यह राय है कि इससे उपावद्ध अनुसूची में विनिर्दिष्ट विषय के बारे में जयपुर नागौर आंचलिक ग्रामीण बैंक, जयपुर के प्रबंधन से संबंधित एक औद्योगिक विवाद नियोजकों अतुर उनके कर्मचारों के बीच विद्यमान है;

और, केन्द्रीय सरकार उक्त विवाद को न्यायनिर्णयन के लिए निर्देशित करना वांछनीय समझती है;

अतः, अब केन्द्रीय सरकार, औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 7-क और धारा 10 की उप धारा (1) के खंड (घ) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, एक औद्योगिक अधिकरण गठित करती है जिसके पीठासीन अधिकारी श्री महेन्द्र भूषण शर्मा होंगे, जिनका मुख्यालय जयपुर में होगा और उक्त विवाद को उक्त अधिकरण को न्यायनिर्णयन के लिए निर्देशित करती है।

अनुसूची

“क्या जयपुर नागौर आंचलिक ग्रामीण बैंक, जयपुर के प्रबंधन की अपनी शाखा ताला, जिला जयपुर के संबंध में श्री कैलाश चन्द शर्मा, आंचलिक श्रमिक की सेवाएं 1-2-1982 से समाप्त करने की कार्रवाई न्यायोचित है?

यदि नहीं तो संबंधित कर्मकार किस अनुतोष का हकदार है ?”

[सं० एल-12012/19/83-डी. 2(ए)]

एन० के० वर्मा, डेस्क अधिकारी

New Delhi, the 29th September, 1983

ORDER

S.O. 4034.—Whereas the Central Government is of the opinion that an industrial dispute exists between the employers in relation to the management of Jaipur Nagaur Asnachalik Gramin Bank, Jaipur and their workmen in respect of the matter specified in the Schedule hereto annexed;

And whereas the Central Government considers it desirable to refer the said dispute for adjudication;

Now, therefore, in exercise of the powers conferred by Section 7A and Clause (d) of sub-section (1) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby constitutes an Industrial Tribunal of which Shri Mahendra Bhushan Sharma shall be the Presiding Officer with headquarters at Jaipur and refers the said dispute for adjudication to the said Tribunal.

SCHEDULE

“Whether the action of the management of Jaipur Nagaur Aanchalik Gramin Bank, Jaipur in relation to their Branch Tala, District Jaipur in terminating the services of Shri Kailash Chand Sharma, Part-time worker with effect from 1st February, 1982 is justified? If not, to what relief is the workman concerned entitled?”

[No. L-12012/19/83-D.IIA]

N. K. VERMA, Desk Officer

New Delhi, the 17th October, 1983

S.O. 4035.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Industrial Tribunal, Bhubaneswar in the industrial dispute between the employers in relation to the management of Paradip Port Trust, Paradip and their workmen, which was received by the Central Government on the 6th October, 1983.

INDUSTRIAL TRIBUNAL, BHUBANESWAR

PRESENT :

Shri J. M. Mahapatra, M.Com., LL.B., Presiding Officer,
Industrial Tribunal, Orissa, Bhubaneswar.

Industrial Dispute Case No. 12 of 1980 (Central)

Dated, Bhubaneswar, the 30th September, 1983

BETWEEN

The Management of Paradip Port Trust, Paradip

900 GI/83—7

...First-party

AND

Their workmen..Second-party

APPEARANCES :

Shri H. K. Mohanty, Legal Officer, Paradip Port Trust,
Paradip—For the first-party.

Shri S. K. Bhattacharya, General Secretary, Paradip Port
Workers' Union—For the second-party.

AWARD

The Government of India, Ministry of Labour, in exercise of the powers conferred by Section 7-A, and Clause (d) of sub-section (1) of Section 10 of the Industrial Disputes Act, 1947 had originally referred the following dispute to my predecessor in-office for adjudication as per their Order No. L-38012(2)/80-D, IV(A) dated 9-10-1980 :

“Whether the claim of Sarvashri M. C. Khuntia and Abdul Razak, Operators Grade III, for their promotion to the post of Operator Grade II with effect from 21st July, 1979 at Paradip Port Trust is justified? If so, to what relief are they entitled?”

The said Government by their Order No. S. 11025(6)/81-D.IV(B) dated 6-11-1981 have transferred the proceedings in relation to the above dispute to me for disposal according to law.

2. The present reference confines itself to the question of promotion of two Grade III Operators to the post of Grade-II Operators under the management of the Paradip Port Trust. It appears that on 21-7-1979 two others viz., Sukadeb Singh and Dharmananda Beuria (for short Sukadeb and Dharmananda), Grade III Fitters were promoted to the post of Grade II Operators to the exclusion of the two above-named disputants on the basis of the recommendation of the Departmental Promotion Committee (D.P.C.). This has given rise to the grievance of the two members of the second-party and on their motion the present dispute has been raised and the reference has been made.

3. The case of the second-party members as stated in their written-statement may be briefly stated thus. It is averred that the Paradip Port Trust Recruitment Rules provided inter-alia for promotion to two Grade-II Operators from amongst Operators Grade III, bull-dozer Operators, Mechanics Grade III and Fitters Grade III. For promotion of Grade III Operators, three years' experience and for promotion of Grade III Fitters, six years' experience, according to the second-party, was necessary for appearing at the trade test for promotion to the post of Grade II Operators. It is also contended that the further eligibility for the trade test was the holding of heavy vehicle licence for five years. It is contended that at the time of the trade test the two persons who were selected, Sukadeb and Dharmananda, had not completed six years experience as Grade III Fitters and that they had not possessed five years' heavy vehicle licence at the time of appearing at the trade test on the basis of which they were selected. It is alleged that the Port Trust management with a view to show undue favour to Sukadeb Dharmananda had allowed them to appear at the trade test when they were at the fourth year in the same grade, the requirement being completion of 6 years. This, according to the second-party, was illegal, mala fide and a case of favouritism. It is further contended that even though the two second-party members had completed the required period of experience and were holding heavy vehicle licence at the time of the trade test they were empanelled below the two above Fitters Grade III viz., Sukadeb and Dharmananda. It is further contended that the D.P.C. which sat on 21-12-1978 had selected three candidates for promotion to the post of Operator Grade II who

had complied with all the conditions of promotion, but the proceeding of the said D.P.C. was kept concealed till another D.P.C. sat on 11-4-1979 as the two promoted candidates Sukadeb and Dharmananda could complete six years only at that time. It is contended that even though the minimum requirement of experience was six years for appearing at the trade test, the management tried to manipulate by showing that these two persons had completed six years when their cases were considered for promotion by the D.P.C. and not at the time of the trade test. It is further contended that the management in order to make these Fitters Grade III senior to the Operators Grade III made the post as selection post on the plea that since the Selection to the post of Grade II Operators was being done from different feeder grades like Fitters and Operators. But prior to inclusion of Fitter Grade III in the Recruitment Rule for promotion to Grade II Operator, different feeder grades like Fitters Grade II, Bull Dozer Operators were already existing and even then it was a non-selection post. It is contended that after adding Fitter Grade II to the above list there was no justification for making the post of Operator Grade II as selection post. According to the second-party, it is a clear case of favouritism and unfair labour practice. It is next contended that after Sukadeb and Dharmananda were empanelled by the D.P.C. on 11-4-1979 in spite of all legal difficulties and empanelling the two second-party members below the above two persons in spite of their fulfilling all their required conditions, the D.P.C. proceeding of both the dates 11-4-1979 and 21-12-78 were annulled at one time subsequent to the D.P.C. held on 11-4-1979. It is further contended that amendment by inclusion of Fitter Grade III for promotion to Grade II Operators being a case of change of service condition, and no notice under Section 9-A of the Industrial Disputes Act being given, there was violation of statutory provision of law. It is finally contended that the second-party members were deprived of their promotion, whereas Sukadeb and Dharmananda were illegally promoted. It is prayed by the second-party members that they be promoted from the date of the first D.P.C. to the post of Grade II Operators and the wages be paid to them from that date treating them as Grade II Operators.

4. The management first-party in its written statement has contended, inter-alia, that the industrial dispute is not maintainable in law and that there is no cause of action to bring the present industrial dispute against the first-party. With regard to the factual contentions the management has replied as follows to the contentions raised by the second-party workmen. The post of Operator Grade II is selection post and that Operator Grade II, Mechanic Grade II, Fitter Grade II and Bull Dozer Operator with three years experience in their respective grades and Fitter Grade III with six years experience in the grade are eligible for promotion to Operator Grade II subject to passing of the trade test. It is denied that amendment to recruitment rules was made keeping in view the cases of Fitters Grade III Sukadeb and Dharmananda and to deprive the two second-party workmen for the promotion to the post of Operator Grade II. It is asserted that rules are made and amended keeping in view the general policies. As per recruitment rule, the post of Operator Grade II is selection post to be filled up in the first instance by promotion from the feeder grades indicated earlier on the basis of merit-cum-seniority. The feeder grades being more than one with varying scales of pay, the principle of selection cannot be on the basis of their seniority in the grade for the post of Operator Grade II. The cadre being

different and the requirement of experience being different, it cannot be simply a promotion post on the basis of seniority.

It is contended that the management is vested with powers to make, amend, alter, modify and annul the recruitments rules made for its employees, and therefore, it was not considered necessary to issue the notice under Section 9-A of the Industrial Disputes Act 1947 while amending the recruitment rules for Operator Grade II by including the post of Fitter Grade III to become eligible for promotion to Operator Grade II. It is further contended that the disputant workmen do not belong to the cadre whose recruitment rule was amended by the management, and as such, the service condition of Operator Grade III cannot be said to have been affected as contended by the second-party. It is further submitted that notice is not required to be given to the workmen as the workmen were governed by the rules provided in proviso (b) of Section 9-A.

It is denied that the conditions of recruitment rule in question has ever fixed the criteria for promotion for Grade III Operators with three years experience and Fitters with six years experience to appear at the trade test. On the contrary it is asserted that there is no such bar for a candidate to appear at the trade test even if he has not completed the requisite period of experience for promotion to the higher post. According to the circular in force an employee is eligible to appear at the trade test for the higher post even during the probation period since simple passing the trade test does not entitle him for promotion. For promotion he has to acquire the requisite period of experience. Therefore, for allowing Grade III Fitters for the completion of six years experience to appear at the trade test, the management has not violated any rule in force. It is averred that in the instant case even though the D.P.C. considered the case of Sukadeb and Dharmananda before completion of 6 years of service, yet they were promoted to the higher grade after completion of 6 years of service, i.e., on 21-7-1979. Therefore no favouritism was shown to these two workmen in the matter of trade testing selection by the D.P.C. and promotion to the rank of Grade II Operator. As a matter of fact they were promoted to the rank of Grade II Operator after completion of 6 years of service after being considered suitable for the post by the D.P.C. As such no malafide can be attributed to the action of the management.

It is contended that possession of a heavy driving licence is not a condition precedent before appearing at the trade test, nor does the recruitment rule prescribe for possession of such licence for a period of 5 years before holding the post of Grade II Operator. It is a formal document to be acquired for handling vehicles and machineries and such licence is insisted upon at the time of promotion but not at the time of trade test. Both Sukadeb and Dharmananda produced their heavy driving licence at the time of promotion to the rank of Operator Grade II. Therefore there was no room for doubt regarding the genuineness of the certificates furnished by them. It is also contended that no favouritism can be attributed to the management on this score.

It is averred that the cases of the two second-party workmen were put up before the D.P.C. for consideration along with 11 other Operators Grade III and 6 Fitters Grade III on 11-4-1979 and that the D.P.C. considered all these cases including those of the second-party workmen but that the

D.P.C. drew up a panel of only 5 candidates as suitable for promotion for the post of Operator Grade II. Amongst the said five empanelled names, the names of the second-party workmen did not appear. The D.P.C. has not disregarded merit, seniority and experience, but has based its recommendation with utmost impartiality. Such action of the D.P.C. cannot be questioned by the individuals particularly when their cases were considered but not found suitable. No malafide can also be attributed to such selection.

It is denied that the management concealed the results of the D.P.C. sat on 21-12-1978 till the sitting of another D.P.C. on 11-4-1979 with a view to favour Sukadeb and Dharmananda. As a matter of fact, the D.P.C. sat twice to formulate their recommendation and for drawing up the panel of candidates suitable for promotion on 21-12-1978 and 11-4-1979. On 21-12-1978 the D.P.C. considered the cases of four Operators Grade III and recommended three of them as suitable for promotion to the rank of Operator Grade II, and these four were out of 20 who had passed the trade test; the remaining 16 were not considered as otherwise they were not eligible for promotion. On 11-4-1979 the D.P.C. considered the cases of 11 Operators Grade III and 6 Fitters Grade III and out of these two categories drew up a common panel of five persons amongst whom Sukadeb and Dharmananda ranked second and third. By the date the D.P.C. sat on 11-4-1979 Sukadeb and Dharmananda had completed 5 years and 9 months of service in Fitter Grade III, and they were promoted only after the completion of 6 years service.

As to the contention of the workmen regarding converting Operator Grade II post from non-selection post to selection post, it is contended by the management that it has powers to make, alter, amend, modify and amend the recruitment rules of the employees in the management. These are the general policies of the authorities and the authority decided that the post of Operator Grade II should be selection post and accordingly amended the recruitment rule. As such, such action of the management is not open to challenge by individual workmen. No favouritism whatsoever has been shown to any individual in this regard and no unfair labour practice was made while selecting candidates for promotion to higher grade.

The contention of the second-party with regard to empanelling Sukadeb and Dharmananda despite legal deficiencies is denied by the management. It is contended that the D.P.C. while recommending the panel considered merit, seniority and experience of the candidates and that on all these considerations it recommended five names including Sukadeb and Dharmananda as stated earlier. It is not open for the individual workmen to question the propriety of the said D.P.C. proceeding. The allegation of the second-party workmen that they were deprived of their promotion or that Sukadeb and Dharmananda were illegally promoted has been denied by the management. It is contended that Sukadeb and Dharmananda were found more suitable than the second-party workmen by the D.P.C. which considered all the cases put forth before it.

5. Considering the respective contentions of the parties I find that the only question falling for decision is whether the two second-party workmen have been illegally and unjustifiably denied promotion to the rank of Operator Grade II. The main contentions of the second-party are that Sukadeb and Dharmananda being the favourites of the management were illegally and unjustifiably promoted on 21-7-1979 and that

they (the second-party workmen) were denied promotions. The basis for the contentions is that Sukadeb and Dharmananda were not eligible for appearing at the trade test as they had not completed 6 years of experience in their grade of service and that they were not possessing heavy driving licence for 5 years at the time of their appearing at the trade test held for selection to consider the question of promotion to the post of Operator Grade II. The case of the management is already stated earlier. On either side one witness is examined and a few documents have been admitted into evidence and marked as Exhibits. On the question of trade test Ext. B, the Circular dated 2-2-1979 is filed by the management, whereas Ext. 1, a trade test syllabus has been filed for the second-party. A close scrutiny of the Circular Ext. B would go to show that a candidate is not required to fulfil the condition of experience stipulated in the recruitment rule for making himself eligible to appear at the trade test. A regular workman may be allowed to appear at the trade test for promotional grade at any time after the commencement of the probation in the existing grade. Nowhere in the Circular it is stated that a candidate with a view to be eligible to appear at the trade test should have had experience of any number of years in the grade in which he was then working. The Circular also does not say about possession of heavy driving licence. The first-party has contended in their written-statement that such a licence is insisted upon at the time of promotion as a workman is required to handle heavy vehicles and machineries but possession of heavy driving licence is not a condition pre-requisite for appearing at the trade test. Ext. 1, a document not bearing the signature of any authority, particularly of the selection body no doubt contains in item-1 under the caption 'Theory', "Must possess heavy vehicle licence for atleast 5 years". but I am inclined to attach more importance to Ext. B than to Ext. 1 because of the authenticity possessed by Ext. B. That apart, the contention of the management that heavy driving licence is necessary only as a safeguard because a promotee workman is to handle different heavy machineries and vehicles appear to be quite reasonable. The length of period of possession of such licence cannot, therefore, be said to be a condition pre-requisite for appearing at the trade test. Moreover, the fact remains that both Sukadeb and Dharmananda as also many others including the second-party workmen had appeared at the trade test and were selected for consideration before the D.P.C. The management therefore, appears to have been satisfied that all these candidates were eligible for the trade test and eligible for consideration for promotion. The assertions of the management that in the D.P.C. held on 11-4-79 11 Operators Grade III and 6 Fitters Grade III were considered for promotion, and that Sukadeb and Dharmananda ranked second and third in the panel of five names recommended for promotion is borne out from the D.P.C. proceeding, which I had occasion to go through, although the document being confidential in character has not formed part of the record. The D.P.C. proceeding further goes to show that the two second-party workmen's case were also considered and they were not empanelled in the five names constituting the panel. It further appears from the D.P.C. proceeding that the D.P.C. took into consideration the performance in the trade test, the character rolls and performance of the individuals as per report and the capability of the Operators to attend to the operational maintenance while recommending the names of candidates for promotion.

6. The second-party has relied on the legal contentions about the violation of Section 9-A of the Industrial Disputes Act. Section 9-A of the Act deals with such of the changes in the service conditions as specified in the Fourth

Schedule appended to the Act. There is nothing in the Fourth Schedule to show that the management cannot include a particular category of workmen for consideration of the question of promotion. I am, therefore, of the view that strictly speaking the requirements of Section 9-A of the Act cannot be said to have been violated in this case. The second-party workmen's case having not been ignored by the D.P.C. while considering the question of promotion, they cannot be said to have been adversely affected when workmen of another trade were included for consideration.

7. Finally I would like to advert to the legal perspective on the question of promotion. Relying on several decisions of the Supreme Court and certain important decisions of various High Courts, Malhotra's commentary on the Law of Industrial Disputes, Third Edition, Vol. I, has dealt with the matter at pages 250 to 253. It would be profitable to quote the language of the commentary to known the legal perspective regarding the question of promotion.

“(iii) Adjudication of promotions—Promotion to higher Grades, in large majority of cases, results not only in better wage-scales for the promoted workmen but usually if not invariably necessitates a process of selection from out of those eligible because the higher post would carry greater responsibility and call for keener capabilities. Therefore the question whether a person has been superseded or not, or whether he is entitled to promotion or not would constitute an ‘industrial dispute’ as the ‘difference’ or ‘dispute’ on this question would be comprehended in words “employment or non-employment”. Hence, it would be within the jurisdiction of the adjudicator to consider the respective merits of the workmen promoted by the employer. However, the promotion primarily being a management function, cannot normally be interfered with by industrial adjudication. But if it is shown that the management is actuated by malicious considerations in promoting one employee in preference to another or in failing to promote an eligible person, it would amount to unfair labour practice. Thus, the industrial adjudication can interfere with this exclusive function of the employer only if the promotion given to one and withheld from another is mala fide or an act of unfair labour practice or victimisation. In the absence of a clear proof of mala fides or discrimination on extraneous grounds on the part of the employer, it would be wholly inappropriate for any outside authority to attempt to weigh the relevant merits of the individual who might be holding higher posts and those who are aspiring for the same. It would be laying down a dangerous principle, if an outside authority were to substitute its own authority in matters of promotion. Any such attempt on the part of outside authority is likely to foster a spirit of distrust, among the employees, in the capacity and authority of the employer to administer fairly and affectively the affairs of his establishment and to maintain discipline. In the absence of a finding of mala fide or victimisation of a workman for trade union activities or unfair labour practice, the Industrial Tribunals, therefore, cannot arrogate to themselves the promotional functions of the management. Promotion generally necessitates a consideration of comparative suitability of the eligible workman and

such a selective process would require a consideration not only of the best performance of those eligible, but necessitates the making of a comparative estimate of their skill, sometimes of a technical nature), their personality, capacity to discharge heavier responsibilities and similar other factors. The Labour Court and Industrial Tribunals are hardly fitted or equipped technically or otherwise to take upon themselves the task of making such selections. The entrepreneur, on the other hand, is best equipped to discharge this function. If the choice of the management is not mala fide and no element of victimisation has entered into it, there would be no scope in such cases for interference merely because those not selected are dissatisfied and discontented. If those not suited to discharge the functions of higher posts are promoted by industrial adjudicators who do not possess the requisite background qualifying them to undertake the task of making selections, industrial progress is bound to be jeopardised to the detriment of the national economy. Therefore, when mala fides, unfair labour practice or victimisation is alleged by the workmen, the adjudicator will have to enquire whether the granting or withholding of certain promotions is mala fide or an act of unfair labour practice or victimisation. If he finds that the promotions in question have been made which are unjustified on any one of those grounds, the proper course for him to take is to set aside the promotion and ask the employer to consider the cases of the superseded employees and decide for himself whom to promote after considering the records of all the employees worth consideration, except of course the person whose promotion has been set aside. In other words, even after a finding of mala fides or victimisation, it is not the function of a Tribunal to consider the merits of various employees itself and then to decide whom to promote or whom not to promote. An award interfering with the promotion of a workman without giving notice to him would be invalid inasmuch as it would be violative of the rules of natural justice.”

It would thus be noticed from the legal perspective quoted above that in the absence of finding of mala fide or victimisation or unfair labour practice, the Industrial Tribunal cannot arrogate to himself the promotional function of the management. In this case the various contentions raised by the second-party bearing upon the question of mala fide of the management cannot be borne out from the evidence on record. It cannot, therefore, be said that the two second-party members have been discriminated against or wronged in the matter of their promotion to the higher post of Grade II Operator with effect from 21-7-1979.

8. In conclusion I would hold that the claim of Sarvashri M. C. Khuntia and Abdul Razak, Operators Grade III, for their promotion to the post of Operator Grade II with effect from 21-7-1979 at Paradip Port Trust is not justified. As such they are not entitled to any relief.

30-9-83.

J. M. MAHAPATRA, Presiding Officer.

[No. L-38012/2/80/D-IV(A)]

S. S. PRASHER, Desk Officer

श्रम तथा पुनर्वास मंत्रालय**(श्रम विभाग)**

नई दिल्ली, 6 अक्टूबर, 1983

का० आ० 4036.—केन्द्रीय सरकार, अन्नक खान श्रम कल्याण निधि अधिनियम, 1946 (1946 का 22) की धारा 3 की उपधारा (4) के अनुसरण में 31 मार्च, 1983 को समाप्त होने वाले वर्ष के दौरान अन्नक खान श्रम कल्याण निधि में विद्युत्पोषित क्रियाकलापों की निम्नलिखित रिपोर्ट उम वर्ष के लेखा विवरण तथा उक्त निधि के वर्ष 1983-84 की प्राप्तियों और व्ययों के प्राक्कलन सहित प्रकाशित करती है।

भाग—1**सामान्य**

1. अन्नक खान श्रम कल्याण निधि का गठन अन्नक खान कल्याण निधि अधिनियम, 1946 (1946 का 22) के अधीन अन्नक खान उद्योग में नियोजित श्रमिकों के कल्याण से संबंधित स्कीमों के वित्त पोषण के लिए किया गया है।

2. अधिनियम में, निर्यात की गई सभी अन्नक पर मूलानुसार साढ़े छः प्रतिशत की अधिकतम दर पर सीमा-शुल्क के उद्ग्रहण के लिए उपलब्ध किया गया है। उपकर की दर, जो कि पहले मूलानुसार 2-1/2 प्रतिशत थी, 15 जुलाई, 1974 से 3-1/2 प्रतिशत तक बढ़ा दी गई। संग्रहणों का आवंटन विभिन्न अन्नक उत्पादन करने वाले क्षेत्रों में उनके औसत उत्पादन के अनुपात में कल्याणकारी उपायों में संबंधित व्यय के लिए किया जाता है।

भाग 2**व्यवस्थित सुविधाएं****(क) चिकित्सा :**

अन्नक खान श्रम कल्याण संगठन द्वारा अन्नक श्रमिकों और उनके आश्रितों के लिए विभिन्न प्रकार की चिकित्सा सुविधाओं की निःशुल्क व्यवस्था की जाती है। उनके अंतर्गत अस्पतालों, प्रसूति एवं शिशु कल्याण केन्द्रों का प्रावधान और अनुरक्षण गृहोपचार सहित क्षय रोग के उपचार की सुविधाएं, आयुर्वेदिक औषधालय सहित औषधालय सेवाएं और अन्य सुविधाएं शामिल हैं। रिपोर्ट से संबंधित वर्ष के दौरान अन्नक खनिकों और उनके आश्रितों के उपचार के लिए कल्याण संगठनों द्वारा निम्नलिखित केन्द्रीय तथा क्षेत्रीय अस्पताल चलाए जाते रहे:—

क्रम संख्या	अस्पताल का नाम	पलंगों की संख्या
1	2	3
1.	केन्द्रीय अस्पताल, कर्मा (बिहार)	100
2.	केन्द्रीय अस्पताल, गंगापुर (राजस्थान)	30
3.	केन्द्रीय अस्पताल, कालीचेडू (आंध्र प्रदेश)	30

1	2	3
4.	क्षेत्रीय अस्पताल, तिसरी (बिहार)	30
5.	क्षेत्रीय अस्पताल, तालपुर (आंध्र प्रदेश)	10
6.	केन्द्रीय अस्पताल, कालीचेडू (आंध्र प्रदेश) से संलग्न क्षयरोग वाई	20
7.	क्षय रोग अस्पताल, कर्मा, (बिहार)	50
8.	क्षेत्रीय अस्पताल, सईदापुरम	10

उसके अलावा अन्नक उत्पादन करने वाले तीन राज्यों में निम्नलिखित अन्य प्रकार के चिकित्सा संस्थान भी लगातार कार्य करते रहे :—

चिकित्सा संस्थान का नाम	आंध्र-प्रदेश	बिहार	राजस्थान	कुल
एलोपैथिक औषधालय	—	5	3	8
आयुर्वेदिक औषधालय	2	8	4	14
प्रसूति और शिशु कल्याण केन्द्र	3	—	3	6
होम्योपैथिक क्लीनिक	1	—	—	1
चलते-फिरते चिकित्सालय				
एकक	1	3	2	6
लघु समुदाय केन्द्र	—	4	3	7

कल्याण संगठन क्षयरोग से पीड़ित खनिकों के उपचार के लिए पर्याप्त सुविधाओं की व्यवस्था करने के प्रयास करता रहा। क्षयरोग अस्पतालों और क्लिनिकों की स्थापना के अलावा क्षयरोग/सिलिकोसिस से पीड़ित अन्नक खनिकों के विशेष उपचार की व्यवस्था करने के लिए क्षयरोग सैनेटेरियम, मदार (अजमेर) में चार पलंग आरक्षित किए गए। इसके अतिरिक्त, इस प्रयोजन के लिए केन्द्रीय अस्पताल गंगापुर में 10 पलंगों के अलग वाई हैं। कल्याण निधि क्षयरोग और छाती के रोगों के सरकारी अस्पताल, नैलोर में चार पलंगों का केवल अन्नक खनिकों और उनके परिवारों के प्रयोग के लिए आरक्षण जारी रहा।

क्षयरोग के ऐसे रोगी को 9 मास की अवधि तक के लिए 50 रु० प्रतिमास, जिसे 7-8-1982 से बढ़ा कर 100 रु० कर दिया गया है, को निर्वाह भत्ता दिया जाता है, यदि वह परिवार के लिए स्वयं कमाने वाला सदस्य हो। आलोच्य रिपोर्ट की अवधि के दौरान बिहार में 43 मरीजों, राजस्थान में दो को निर्वाह भत्ता मंजूर किया गया।

विविध चिकित्सा सुविधाएं :

घातक दुर्घटना लाभ योजना के अंतर्गत, निधि ने खनिक की पत्नी को 250 रु० की अब 500 रु० तक संशोधित एक मुश्त अदायगी और पांच वर्ष की अवधि के लिए दैनिक 25 रु० प्रतिमास के भत्ते की अदायगी और प्रत्येक रकूल जाने वाले बच्चे के लिए उसके 15 वर्ष के होने तक या विवाह करने तक, जो भी पहले हो, 15 रु० मासिक छात्रवृत्ति की अदायगी के रूप में वित्तीय सहायता देना जारी रखा।

आलोच्य रिपोर्ट की अवधि के दौरान इस योजना के अंतर्गत भीलवाड़ा, राजस्थान में एक मामले में 500 रु० और कर्मा (बिहार) में मृतकों के दो आश्रितों को 600 रु० को राशि का भुगतान किया गया।

तेलुलमारी कोढ़ अस्पताल में कोढ़ से पीड़ित बिहार के अश्रक खनिकों के उपचार के लिए व्यवस्था जारी रही। कैंसर से पीड़ित अश्रक खनिकों के उपचार के लिए केन्द्रीय अस्पताल कल्ला (आसनसोल) और रांची में कांके में मानसिक रोगों के अस्पताल में मानसिक रोगों से पीड़ित खनिकों को उपचार व्यवस्था जारी रही। कैंसर से पीड़ित अश्रक खनिकों के उपचार की योजना के अंतर्गत अस्पताल में पलंगों के आरक्षणों की अनुमति दी गई, जिसमें सामान्यतः 9 मास से अनधिक अवधि के लिए मुफ्त उपचार की व्यवस्था की गई और कुछ अपवाद वाले मामलों में यह अवधि 9 मास से अधिक हो सकती है, यदि उपचार कर रहे चिकित्सा प्राधिकारी ऐसा चाहते हैं।

ऐसे रोगी, जिन्हें हक प्राप्त नहीं है, अश्रक खान श्रम कल्याण संगठन द्वारा चलाए जा रहे अस्पतालों से उपचार भी प्राप्त करते हैं। उनके उपचार के लिए संबंधित राज्य सरकारों द्वारा निधि संगठनों को सहायता अनुदान दिया जाता है। अश्रक खान श्रमिकों को 30 रुपये प्रति जोड़ा अनधिक लागत पर ऐनक सप्लाई की जाती है।

(ख) शिक्षा और मनोरंजन सुविधाएं :

अश्रक श्रमिकों और उनके आश्रितों के लिए शिक्षा और मनोरंजन सुविधाओं की व्यवस्था करने हेतु कल्याण संगठनों द्वारा बहुवर्षीय संस्थान चलाए जाते हैं। प्रत्येक संस्थान में एक प्रौढ़ शिक्षा केन्द्र और एक महिला कल्याण केन्द्र भी शामिल हैं। प्रौढ़ शिक्षा कार्यक्रमों का विस्तार करने हेतु कल्याण संगठन ने सहायक और प्रौढ़ शिक्षा केन्द्र भी खोले हैं। मनोरंजन के प्रयोजनार्थ अश्रक खान क्षेत्रों में रेडियो सेट स्थापित किए गए हैं और अश्रक श्रम कल्याण संगठन के अंतर्गत मनोरंजन क्लब, पुस्तकालय और रीडिंग कक्ष कार्य करते रहे हैं। शिक्षा सुविधाओं की व्यवस्था करने हेतु कल्याण संगठनों द्वारा प्राथमिक स्कूल/मिडिल स्कूल/हाई स्कूल चलाए जा रहे हैं। इन सुविधाओं की व्यवस्था करने वाले संस्थानों की संख्या इस प्रकार है :—

क्रमांक	संस्थाओं का व्योरा	आंध्र-प्रदेश	बिहार	राजस्थान	कुल
1	2	3	4	5	6
1.	बहुवर्षीय संस्थान (प्रौढ़ शिक्षा केन्द्र और महिला कल्याण केन्द्र सहित)	—	9	5	14
2.	प्रौढ़ शिक्षा केन्द्र	—	—	7	7

1	2	3	4	5	6
3.	प्राइमरी/प्रारम्भिक स्कूल	4	—	—	4
4.	मिडिल स्कूल	—	1	—	1
5.	हाई स्कूल	2	1	—	3
6.	सहायक केन्द्र	—	1	—	1
7.	खनिकों के बच्चों के लिए छात्रावास/हॉस्टल	2	1	1	4
8.	चलते फिरते सिनेमा एकक	1	3	1	5
9.	विागीय रेडियो सेट	22	16	7	45
10.	मनोरंजन क्लब	14	—	8	22
11.	जन मंडली	9	9	—	18
12.	पुस्तकालय और वाचनालय	—	15	10	25

चलते फिरते सिनेमा एकक के माध्यम से शैक्षिक एवं धार्मिक महत्व की फिल्मों दिखाई जाती हैं।

स्कूलों और कॉलेजों में अश्रक खनिकों के पढ़ रहे पुत्रों/पुत्रियों के अध्ययन के लिए छात्रवृत्तियां दी जाती हैं। वित्तीय वर्ष 1982-83 के दौरान आंध्र-प्रदेश में 94 प्रति छात्रों के लिए 21,900.00 रु० की राशि मंजूर की गई, बिहार में 73 विद्यार्थियों के लिए 25,680.00 रु० की राशि मंजूर की गई और राजस्थान में अश्रक खनिकों के 65 बालकों के लिए 11,940.00 रु० की राशि मंजूर की गई।

अश्रक खनिकों के लिए मनोरंजन की व्यवस्था करने के लिए समय-समय पर खेल-कूद आयोजित किए जाते हैं और विजेताओं को पुरस्कार दिए जाते हैं।

(ग) पेय जल की सुविधाएं :

अश्रक खनन क्षेत्रों में पेय जल की कमी एक चिरकालिक समस्या है। इस समस्या को हल करने के लिए कुएं खोदने की एक योजना प्रारम्भ की गई है। इस योजना के अंतर्गत अनुमानित लागत का 75 प्रतिशत या वास्तविक लागत का 75 प्रतिशत जो भी कम हो, भातियों को कुएं खोदने के लिए दिया जाता है। आंध्र-प्रदेश में का लीचेडू गांव में एक स्थायी जल प्रदाय योजना चल रही है। अभी तक आन्ध्र-प्रदेश में 26 कुओं और राजस्थान क्षेत्र में 16 कुओं को खोदा गया है। राजस्थान क्षेत्र में 47 कुओं की मरम्मत की गई है।

(घ) आवास :

दो आवास योजनाएं अर्थात् अपना भूकान बनाओ योजना और टाइप-1 आवास योजना चल रही है।

अपना मकान बनाओं योजना के अंतर्गत अग्रक खनिकों को प्रत्येक मकान के लिए 1500 रु० की वित्तीय सहायता का भुगतान देय है। (600 रु० आधिक सहायता के रूप में और मासिक किस्तों में बिना ब्याज के रूप में 900 रु०) इस र.शि की पहली अप्रैल 1983 से बढ़ा कर क्रमशः 1000 रु० और 4000 रु० कर दिया गया है। यह ऋण नौ वर्ष से अधिक अवधि में मासिक किस्तों में वसूल किया जाएगा। इस योजना के अंतर्गत अब तक 718 मकान बनाए जा चुके हैं।

टाइप-1 आवास योजना के अंतर्गत, साधारण क्षेत्रों में मानक अनुमानित लागत का 75 प्रतिशत है, जो 6,623 रु० है और कपाम पैदा करनी वाली काली या उ.री हुई भूमि वाले क्षेत्रों में 7,825 रु० या मकानों के निर्माण की वास्तविक लागत का 75 प्रतिशत इतमें जो भी कम है, आधिक सहायता दी जाती है। आधिक सहायता की राशि को अप्रैल, 1975 से बढ़ाकर 1000 रु० का 75 प्रतिशत या निर्माण का वास्तविक लागत का 75 प्रतिशत, जो भी कम हो, कर दिया गया है। इस योजना के अंतर्गत अब तक 80 मकान पूरे हो चुके हैं। वि.गो. कालानो योजना अंतर्गत 120 मकान पूरे किए गए हैं और क. मकानों को हमदादी मकान योजना के अंतर्गत पूरा किया गया है बाद की ये दो योजनाएं अब चल नहीं रही हैं।

भाग 3

वर्ष 1982-83 की प्राप्ति और व्यय इस प्रकार है:—
प्राप्तियां

पहली अप्रैल, 1982 का अथशेष	2,31,65,630.36
वर्ष 1982-83 के दौरान प्राप्ति	96,73,174.23
वर्ष 1982-83 के दौरान व्यय	95,73,476.29
31 मार्च, 1983 का अंत शेष	2,32,65,328.30

वर्ष 1983-84 के लिए अनुमानित प्राप्ति और व्यय

बजट अनुमान	(रु० लाखों में)
प्राप्ति	100.00
व्यय	110.51

[सं. जेड-16016/3/83-डब्ल्यू-II]

कंवर राजिन्द्र सिंह, अवर सचिव

MINISTRY OF LABOUR AND REHABILITATION

(Department of Labour)

New Delhi, the 6th October, 1983

S.O. 4036.—In pursuance of Sub-section (4) of Section 3 of the Mica Mines Labour Welfare Fund Act, 1946 (XXII of 1946) the Central Government hereby publish the following report of the activities financed from the Mica Mines Labour Welfare Fund during the year ending 31st March, 1983 together with a statement of accounts for that year and an estimate of receipts and expenditure of the said fund for the year 1983-84.

PART-I

1. General

The Mica Mines Labour Welfare Fund has been constituted under the Mica Mines Labour Welfare Fund Act, 1946, (22 of 1946) for financing schemes relating to the welfare of labour employed in the mica mining industry.

2. The Act provides for the levy of a duty of customs on all mica exported, upto a maximum rate of 6½ per cent advalorem. The rate of cess, which was 2½ per cent advalorem previously has been increased to 3½ per cent with effect from the 15th July, 1974. The collections are allocated for expenditure on welfare measures among the various mica producing areas as in proportion to their average production.

PART-II

Facilities provided

A. Medical :

Various types of medical facilities for mica workers and their dependents are provided free of cost by the Mica Mines Labour Welfare Organisations. These include provision and maintenance of hospitals, maternity and child welfare centres, facilities for treatment of T.B. including domiciliary treatment dispensary services including Ayurvedic dispensaries and other facilities etc. The following Central and Regional hospitals continued to be maintained by the Welfare Organisations for the treatment of mica miners and their dependents during the year under report:—

Sl. No.	Name of the Hospitals	B:1 Strength
1.	Central Hospital, Karma (Bihar)	100
2.	Central Hospital, Gangapur (Rajasthan)	30
3.	Central Hospital, Kalichedu (Andhra Pradesh)	30
4.	Regional Hospital, Tisri (Bihar)	30
5.	Regional Hospital, Talupur (A.P.)	10
6.	T.B. Ward attached to Central Hospital Kalichedu (A.P.)	20
7.	T.B. Hospital, Karma (Bihar)	50
8.	Regional Hospital, Sydapuram (A.P.)	10

In addition the following other medical institutions are also continued to function in the three mica producing States.

Medical Institutions	Andhra Pradesh	Bihar	Rajasthan	Total
Allopathic Dispensaries	—	5	3	8
Ayurvedic Dispensaries	2	8	4	14
Maternity & Child Welfare Centres	3	—	3	6
Homeopathic Clinic	1	—	—	1
Mobile Medical Unit	1	3	2	6
Small Community Centres	—	4	3	7

The Welfare Organisation have been endeavouring to provide adequate facilities for treatment of the miners suffering from T.B. Apart from setting up of T.B. Hospitals and Clinics, four beds remained reserved of T.B. Sanatorium, Madar (Ajmer), for providing specialised treatment to mica miners suffering from T.B. Silicosis. Besides, there is a 10 bedded segregated wards in the Central Hospital, Gangapur for the purpose. Four beds in the Govt. Welfare Fund T.B. & Chest Disease Hospital, Nellore, continued to be reserved for the exclusive use of mica miners and their families.

A subsistence allowance of Rs. 50/- per month enhanced to Rs. 100/- with effect from 7th September, 1982 is granted to a T.B. patient for a period upto 9 months where he happens to be the only earning member of the family. During the period under report 43 patients in Bihar and two in Rajasthan were sanctioned Subsistence Allowance.

MISCELLANEOUS MEDICAL FACILITIES

Under the Fatal Accident and Benefit Scheme, the Fund continued to provide financial assistance to the spouse of a miner in the form of a lumpsum payment of Rs. 250/- (Since revised to Rs. 500/-) and a monthly allowance of Rs. 25/- payable for a period of five years and a monthly scholarship of Rs. 15/- payable in respect of each school going child till the age of 15 or is married, whichever is earlier.

During the period under report, an amount of Rs. 500/- to one case in Bhilwara, Rajasthan and Rs. 600/- to two dependents of the deceased in Karma, Bihar was paid under this scheme.

Arrangements continued for the treatment of mica miners of Bihar suffering from Leprosy at the Tetulmari Leprosy Hospital. For the treatment of mica miners suffering from Cancer, arrangement continued at the Central Hospital Kalla (Asansol), and for medical diseases at the Mental Hospital Kanke, Ranchi. Under the Scheme for the treatment of mica miners suffering from cancer, of beds in a hospital have been allowed which provides free treatment generally for a period not exceeding 9 months and in exceptional cases this period can be more than 9 months if the treating medical authority so desires.

The non-entitled patients also get treatment from the hospital runs by the Mica Mines Labour Welfare Organisation. For their treatment, Grant-in-aid is paid by the concerned State Govts. to the Fund Organisations. Spectacles are supplied to the Mica Mine Workers at a cost not exceeding Rs. 30/- per pair of spectacles.

(B) Educational and Recreational Facilities :

For providing educational and recreational facilities to mica workers and their dependents, various multipurpose Institutes, each comprising of an Adult Education Centre and Women's Welfare Centre, are run by the Welfare Organisations. In order to expand the Adult Education activities, Feeder and Adult Education Centres have also been opened by the Welfare Organisations. For recreational purpose, Radio Sets have been installed in the mica mining areas and recreation clubs as well as Library and reading rooms have been functioning under the Mica Mines Labour Welfare Organisations. In order to provide educational facilities, Primary Schools, Middle Schools/High Schools are run by the Welfare Organisations. The number of Institutions providing the above facilities are as under:—

Sl. No.	Particulars of Institutions	A.P. Bihar	Rajasthan	Total
1	2	3	4	5
1.	Multipurpose Institutes (with and Adult Education Centre & Women's Welfare Centre)	—	9	5
2.	Adult Education Centre	—	—	7
3.	Primary/Elementary Schools	4	—	—
4.	Middle Schools	—	1	—

1	2	3	4	5	6
5.	High Schools	2	1	—	3
6.	Feeder Centres	—	1	—	1
7.	Boarding Houses/Hostels for miner's children	2	1	1	4
8.	Mobile Cinema Units	1	3	1	5
9.	Departmental Radio Sets	22	16	7	45
10.	Recreation Clubs	14	—	8	22
11.	Bhajan Mandalies	9	9	—	18
12.	Library & Reading Rooms	—	15	10	25

Films of educational and religious value are exhibited through a mobile cinema Unit.

Scholarships are awarded to the sons/daughters of mica miners studying in schools and colleges for their studies. During the financial year 1982-83, Rs. 21,900.00 were sanctioned to 94 scholars in Andhra Pradesh, Rs. 25,680 sanctioned to 73 students in Bihar and Rs. 11,940.00 were sanctioned to 65 children of mica miners in Rajasthan.

Games and sports are organised periodically to provide recreation to mica miners and prizes are also awarded to the winners.

(C) Drinking Water Facilities :

Scarcity of drinking water is a chronic problem in mica mining areas. With a view to resolve this problem, scheme for sinking of wells has been introduced. Under this scheme, 75% of the estimated cost or 75 per cent of the actual cost, whichever is less is paid to the mine owners for sinking wells. In Kalichedu village in Andhra Pradesh a permanent water supply scheme is in vogue. The two Water Supply Schemes i.e. Talupur and Sydapuram are also under consideration. Twenty six wells in Andhra Pradesh region and 16 in Rajasthan region have been sunk so far. 47 wells in Rajasthan region have also been renovated.

(D) Housing :

Two schemes viz Build Your Own House Scheme and Type-I Housing Scheme are in vogue.

Under Build Your own House Scheme, financial assistance to the tune of Rs. 1,500/- per tenement (Rs. 600/- in the form of subsidy and Rs. 900/- in the form of interest free loan) were payable to the mica miners. This amount has since been increased to Rs. 1000/- and Rs. 4000/- respectively with effect from 1st April, 1983. The loan is recoverable in monthly instalments spread over a period of not exceeding 9 years. 718 houses have so far been completed under this Scheme.

Under Type I House Schemes, subsidy was payable at the rate of 75% of the estimated cost of Rs. 6,325/- for ordinary areas and Rs. 7,925/- for black cotton and swelly soil areas or 75% of actual cost of construction, whichever is less. The amount of subsidy has been increased with effect from 1st April, 1983 to 75% of Rs. 10,000/- or 75% of actual cost of construction whichever is lower. In addition to it the development charges are also payable @ 50% of Rs. 2,000/- for ordinary areas and 75% of Rs. 2,000/- for black cotton and swelly soil areas or the actual cost, whichever is lower. 80 houses so far been completed under this scheme. 120 houses have been completed under the Departmental Colony Scheme and another six houses have been

completed under subsidised houses scheme. The later two schemes are no more in vogue now.

PART III

The receipts and expenditure for the year 1982-83 are as follows:—

Receipts:

Opening balance as on 1st April, 1982	Rs. 2,31,65,630.36
Receipts during the year 1982-83	Rs. 96,73,174.23
Expenditure during the year 1982-83	Rs. 95,73,476.29
Closing balance as on 31st March, 1983	Rs. 2,32,65,328.30

PART IV

Estimated receipts and expenditure for the year 1983-1984

Budget Estimates	Rs. 1,00 00 000
Expenditure	Rs. 1,10,51,000

[File No. Z-16016/3/83 W. II]

KANWAR RAJINDER SINGH, Under Secy.

नई दिल्ली, 26 सितम्बर, 1983

का० आ० 4037.—केन्द्रीय सरकार ने यह समाधान हो जाने पर कि लोकहित में ऐसा करना अपेक्षित था औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 2 के खण्ड (ठ) के उपखंड (6) के उपबंधों के अनुसरण में भारत सरकार के श्रम मंत्रालय की अधिसूचना संख्या का०आ० 2074 तारीख 16 अप्रैल, 1983 द्वारा किसी भी तेल क्षेत्र में सेवा को उक्त अधिनियम के प्रयोजनों के लिए 10 मई, 1983 से छः मास की कालावधि के लिए लोक उपयोगी सेवा घोषित किया था;

और केन्द्रीय सरकार की राय है कि लोकहित में उक्त कालावधि को 6 मास की और कालावधि के लिए बढ़ाया जाना अपेक्षित है;

अतः अब, औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 2 के खण्ड (ठ) के उपखंड (6) के परन्तुक द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार उक्त उद्योग को उक्त अधिनियम के प्रयोजनों के लिए 10 नवम्बर, 1983 से छः मास की और कालावधि के लिए लोक उपयोगी सेवा घोषित करती है।

[सं० एस०-11017/6/81-डी० I(ए)]

एस० एच० एस० अवर, अवर सचिव

New Delhi, the 26th September, 1983

S.O. 4037.—Whereas the Central Government having been satisfied that the public interest so required had, in pursuance of the provision of sub-clause (vi) of clause (n) of section 2 of the Industrial Disputes Act, 1947 (14 of 1947), declared by the notification of the Government of India in the Ministry of Labour No. S.O. 2074 dated the 16th April, 1983 the service in any Oil field to be a public utility service for the purposes of the said Act, for a period of six months, from the 10th May, 1983.

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And whereas, the Central Government is of opinion that public interest requires the extension of the said period by a further period of six months;

Now, therefore, in exercise of the powers conferred by the proviso to sub-clause (vi) of clause (n) of section 2 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby declares the said industry to be a public utility service for the purpose of the said Act, for a further period of six months from the 10th November, 1983.

[No. S-11017/6/81-D.I(A)]

S. H. S. IYER, Under Secy.

नई दिल्ली, 3 अक्टूबर, 1983

का० आ० 4038.—कर्मचारी राज्य बीमा अधिनियम 1948 (1948 का 34) की धारा 1 की उपधारा (3) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा 9 अक्टूबर, 1983 को उस तारीख के रूप में नियत करती है, जिसको उक्त अधिनियम के अध्याय 4 (धारा 44 और 45 के सिवाय जो पहले ही प्रवृत्त की जा चुकी है) और अध्याय 5 और 6 (धारा 76 की उपधारा (1) और धारा 77, 78, 79 और 81 के सिवाय जो पहले ही प्रवृत्त की जा चुकी है) के उपबन्ध पंजाब राज्य के निम्नलिखित क्षेत्र में प्रवृत्त होंगे, अर्थात्:—

“ज़िला होशियारपुर राजस्व ग्राम सेलाखुर्द हद बस्त संख्या 285”।

[संख्या एस०-38013/24/83-एच० आई०]

New Delhi, the 3rd October, 1983

S.O. 4038.—In exercise of the powers conferred by sub-section (3) of section 1 of the Employees' State Insurance Act, 1948 (34 of 1948), the Central Government hereby appoints the 9th October, 1983 as the date on which the provisions of Chapter IV (except sections 44 and 45 which have already been brought into force) and Chapters V and VI (except sub-section (1) of section 76 and sections 77, 78, 79 and 81 which have already been brought into force) of the said Act shall come into force in the following areas in the State of Punjab, namely:—

“Revenue village Saila Khurd

Had Bast No. 285

District Hoshiarpur.”

[No. S-38013/24/83-HI]

नई दिल्ली, 5 अक्टूबर 1983

का०आ० 4039.—मैसर्स स्टील अथॉरिटी आफ इंडिया लिमिटेड, इम्प्यात भवन, पोस्ट बाक्स नं० 3049 लोधी रोड, नई दिल्ली-23 (डी० एल०/4563) (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भाविप्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधिन छूट दिए जाने के लिए आवेदन किया है;

और केन्द्रीय सरकार या समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पृथक अभिदाय या प्रीमियम का

संवाय किए बिना ही, भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए ये फायदे उन फायदों से अधिक अनुकूल हैं जो कर्मचारी निक्षेप सहबद्ध बीमा स्कीम 1976 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें अनुज्ञेय है ;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और इससे उभावद्ध अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए, उक्त स्थापन की तीन वर्ष की अवधि के लिए उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है।

अनुसूची

1. उक्त स्थापन के संबंध में नियोजक प्रादेशिक भविष्य निधि आयुक्त, दिल्ली को ऐसी विवरणियां भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी सुविधाएं प्रदान करेगा जो केन्द्रीय सरकार, समय-समय पर निर्दिष्ट करे।
2. नियोजक, ऐसे निरीक्षण प्रभारों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर संदाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (3क) के खण्ड (क) के अधीन समय-समय पर निर्दिष्ट करे।
3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अन्तर्गत लेखाओं का रखा जाना, विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का संदाय, लेखाओं का अन्तरण, निरीक्षण प्रभारों संदाय आदि भी है, होने वाले सभी व्ययों का वहन नियोजक द्वारा किया जाएगा।
4. नियोजक, केन्द्रीय सरकार द्वारा सामूहिक बीमा स्कीम के नियमों की एक प्रति, और जब कभी उनमें संशोधन किया जाए, तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उसकी मुख्य बातों का अनुवाद, स्थापन के सूचना पट्ट पर प्रदर्शित करेगा।
5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो, नियोजक, सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसकी वास्तव आयुष्मक प्रीमियम भारतीय जीवन बीमा निगम को संदत्त करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाये जाते हैं तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समूचित रूप से वृद्धि की जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों, जो उक्त स्कीम के अधीन अनुज्ञेय हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन संदेय रकम उस रकम से कम है जो कर्मचारी को उस दशा में देय होती है, जब वह उक्त स्कीम के अधीन होता है तो, नियोजक कर्मचारी के विधिक वारिस/नाम निर्देशितों को प्रतिकर के रूप में दोनों रकमों के अन्तर के बराबर रकम का संदाय करेगा।

8. सामूहिक बीमा स्कीम के उपबन्धों में कोई भी संशोधन प्रादेशिक भविष्य निधि आयुक्त, दिल्ली के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहां किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो वहां, प्रादेशिक भविष्य निधि आयुक्त अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का युक्तियुक्त अवसर देगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम की उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है अधीन नहीं रह जाते हैं, या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं; तो यह रद्द की जा सकती है।

10. यदि किसी कारणवश, नियोजक उस नियत शारीख के भीतर जो भारतीय जीवन बीमा निगम नियत करे, प्रीमियम का संदाय करने में असफल रहता है, और पालिसी को व्यपगत हो जाने दिया जाता है तो, छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के संदाय में किए गए किसी व्यक्तिगत की दशा में, उन मृत सदस्यों के नाम निर्देशितियों या विधिक वारिसों को जो यदि यह छूट न दी गई होती तो उक्त स्कीम के अन्तर्गत होते, बीमा फायदों के संदाय का उत्तरदायित्व नियोजक पर होगा।

12. उक्त स्थापन के सम्बन्ध में नियोजक, इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर उसके हकदार नाम निर्देशितियों/विधिक वारिसों को बीमाकृत रकम का संदाय तत्परता से और प्रत्येक दशा में भारतीय जीवन बीमा निगम से बीमाकृत रकम प्राप्त होने के सात दिन के भीतर सुनिश्चित करेगा।

[संख्या एस-35014/178/83-पी०एफ-2]

New Delhi, the 5th October, 1983

S.O. 4039.—Whereas Messrs Steel Authority of India Ltd., Ispat Bhawan, P.B. No. 3049, Lodi Road, New Delhi-110003 (DL/4563) (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act 19 (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium in enjoyment of benefits under the Group Insurance Scheme of the

Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees Deposit-Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme) :

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provision of the said Scheme for a period of three years.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Delhi, maintain such accounts and provide such facilities for inspection, and the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund, or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premiums in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme shall be made without the prior approval of the Regional Provident Fund Commissioner, Delhi and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the member covered under the Scheme the employer in relation to the said establishment shall ensure prompt payment of the sum assured to the nominee/legal heirs entitled for it and in any case within 7 days of the receipt of the sum assured from the Life Insurance Corporation of India

[No. S. 35014(178)/83-PF. II]

का०आ० 4040--मैसर्स कृष्णक भारती को-ऑपरेटिव लिमिटेड, रैड रोज हाऊस 49-50, नेहरू प्लेस, नई दिल्ली (डी० एल०/5571) (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने वर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिए जाने के लिए आवेदन किया है ;

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पृथक अभिदाय या प्रीमियम का संदाय किए बिना ही, भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं, और ऐसे कर्मचारियों के लिए ये फायदे उन फायदों से अधिक अनुकूल हैं जो कर्मचारी निक्षेप सहबद्ध बीमा स्कीम, 1976 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें अनुज्ञेय हैं ;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और इससे उपाबद्ध अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए, उक्त स्थापन को तीन वर्ष की अवधि के लिए उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है।

अनुसूची

1. उक्त स्थापन के संबंध में नियोजक प्रादेशिक भविष्य निधि आयुक्त दिल्ली को ऐसी विवरणियां भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी सुविधाएं प्रदान करेगा जो केन्द्रीय सरकार, समय-समय पर निर्दिष्ट करे।

2. नियोजक, ऐसे निरीक्षण प्रश्नों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर संदाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (3क) के खण्ड (क) के अधीन समय-समय पर निर्दिष्ट करे।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अन्तर्गत लेखाओं का रखा जाना, विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का संदाय, लेखाओं का अन्तरण, निरीक्षण प्रश्नों का संदाय आदि भी हैं, होने वाले सभी व्ययों का वहन नियोजक द्वारा किया जाएगा।

4. नियोजक, केन्द्रीय सरकार द्वारा पथा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति, और जब कभी उनमें संशोधन किया जाए, तब उस संशोधन की प्रति तथा कर्मचारियों

की बहुसंख्या की भाषा में उसकी मुख्य बातों का अनुवाद स्थापन के सचुना-पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है, उनके स्थापन में नियोजित किया जाता है तो, नियोजक सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसकी बाबत आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को सौंप करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाए जाते हैं तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप से वृद्धि की जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक बनूँ कूल हों, जो उक्त स्कीम के अधीन अनुज्ञेय हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन संदेय रकम उस रकम से कम है, जो कर्मचारी को उस दशा में से देय होती जब वह उक्त स्कीम के अधीन होता तो नियोजक कर्मचारी के विधिक वारिस/नामानदेयों को प्रतिकर के रूप में दोनों रकमों के अन्तर के बराबर रकम का संदाय करेगा।

8. सामूहिक बीमा स्कीम के उपबन्धों में कोई भी संशोधन, प्रादेशिक भविष्य निधि आयुक्त दिल्ली के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहाँ किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो, वहाँ प्रादेशिक भविष्य निधि आयुक्त, अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का युक्तियुक्त अवसर देगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम की उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है अधीन नहीं रह जाते हैं, या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं, तो यह छूट रद्द की जा सकती है।

10. यदि किसी कारणवश, नियोजक उस नियत तारीख के भीतर, जो भारतीय जीवन बीमा निगम नियत करे, प्रीमियम का संदाय करने में असफल रहता है, और पालिसी को व्यपगत हो जाने दिया जाता है तो छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के संदाय में किए गए किसी व्यक्तिगत की दशा में उन मृत सदस्यों के नामनिर्देशितियों या विधिक वारिसों को जो, यदि यह छूट न दी गई होती तो उक्त स्कीम के अन्तर्गत होते, बीमा फायदों के संदाय का उत्तरदायित्व नियोजक पर होगा।

12. उक्त स्थापन के संबंध में नियोजक, इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर उसके हकदार नामनिर्देशितियों/विधिक वारिसों को बीमाकृत रकम का संदाय तत्परता से और प्रत्येक दशा में भारतीय जीवन बीमा निगम से बीमाकृत रकम प्राप्त होने के सात दिन के भीतर सुनिश्चित करेगा।

S.O. 4040.—Whereas Messrs Krishak Bharti Co-operative Ltd., Red Rose House, 49-50 Nehru Place, New Delhi. (DL/5571) (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act.);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees Deposit-Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Delhi, maintain such accounts and provide such facilities for inspection, and the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premiums in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme shall be made without the prior approval of the Regional Provident Fund Commissioner, Delhi and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of the exemption shall be that of the employer.

12. Upon the death of the member covered under the Scheme the employer in relation to the said establishment shall ensure prompt payment of the sum assured to the nominee/legal heirs entitled for it and in any case within 7 days of the receipt of the sum assured from the Life Insurance Corporation of India

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का०आ० 4041.—मैसर्स एसोसिएटिड सीमेण्ट कंपनी लिमिटेड, सेवालिया सीमेण्ट वर्क्स, कैरा-388240, गुजरात (सी० जे० 2) (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिए जाने के लिए आवेदन किया है ;

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पृथक् अभिदाय या प्रीमियम का संदाय किए बिना ही, भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए ये फायदे उन फायदों से अधिक अनुकूल हैं जो कर्मचारी निक्षेप सहबद्ध बीमा स्कीम, 1976 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें अनुज्ञेय है ;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उप-धारा (2क) द्वारा प्रवृत्त शक्तियों का प्रयोग करते हुए और इससे उपाबद्ध अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए, उक्त स्थापन को तीन वर्ष की अवधि के लिए उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है ।

अनुसूची

1. उक्त स्थापन के सम्बन्ध में नियोजक प्रादेशिक भविष्य निधि आयुक्त गुजरात को ऐसी विवरणियां भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी सुविधाएं प्रदान करेगा जो केन्द्रीय सरकार समय-समय पर निर्दिष्ट करे ।

2. नियोजक, ऐसे निरीक्षण प्रभागों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर संदाय करेगा जो केन्द्रीय सरकार उक्त अधिनियम की धारा 17 की उप-धारा (3-क) के खण्ड (क) के अधीन समय-समय पर निर्दिष्ट करे ।

3. सामूहिक बीमा स्कीम की प्रशासन में, जिसके अन्तर्गत लेखाओं का रखा जाना, विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का संदाय, लेखाओं का अन्तरण, निरीक्षण प्रभागों का संदाय आदि भी है, होने वाले सभी व्ययों का वहन नियोजक द्वारा किया जाएगा ।

4. नियोजक, केन्द्रीय सरकार द्वारा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति, और जब कभी उनमें संशोधन किया जाए, तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उसकी मुख्य बातों का अनुवाद, स्थापन के सूचना-पट्ट पर प्रदर्शित करेगा ।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो, नियोजक सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसकी बाबत आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को संदत्त करेगा ।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाए जाते हैं तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप से वृद्धि की जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों, जो उक्त स्कीम के अधीन अनुज्ञेय हैं ।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन संदेय रकम उस रकम से कम है जो कर्मचारी को उस दशा में संदेय होती जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक वारिस/नामनिर्देशाती को प्रतिफल के रूप में दोनों रकमों के अन्तर के बराबर रकम का संशय करेगा ।

8. सामूहिक बीमा स्कीम के उपबन्धों में कोई भी संशोधन, प्रादेशिक भविष्य निधि आयुक्त गुजरात के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहां किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो, वहां प्रादेशिक भविष्य निधि आयुक्त, अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का व्यक्तिगत अवसर देगा ।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम की उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है अधीन नहीं रह जाते हैं, या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं, तो यह छूट रद्द की जा सकती है ।

10. यदि किसी कारणवश, नियोजक उस नियत तारीख के भीतर, जो भारतीय जीवन बीमा निगम नियत करे, प्रीमियम का संशय करने में असफल रहता है, और पालिसी को व्यपगत हो जाने दिया जाता है तो छूट रद्द की जा सकती है ।

11. नियोजक द्वारा प्रीमियम के संदाय में किए गए किसी व्ययक्रम की दशा में उन मृत सदस्यों के नाम निर्दिष्टानियों या विधिक वारिसों को जो, यदि यह छूट न दी गई होती तो उक्त स्कीम के अन्तर्गत होते, बीमा फायदों के संदाय का उत्तरदायित्व नियोजक पर होगा ।

12. उक्त स्थापन के संबंध में नियोजक, इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर उसके हकदार नाम निर्देशित/निधिशु वांछित को बीमाकृत रकम का संदाय तत्पश्चात् से और प्रत्येक दश में भारतीय जीवन बीमा निगम से बीमाकृत रकम प्राप्त होने के सात दिन के भीतर सुनिश्चित करेगा।

[संख्या एस-35014/180/83-पी. एफ-2]

S.O. 4041.—Whereas Messrs The Associated Cement Companies Ltd. P.O. Sevalia Cement Works, Kaira-388240, Gujarat (GJ/2) (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act 19 (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees Deposit-Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provision of the said Scheme for a period of three years.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Gujarat, maintain such accounts and provide such facilities for inspection, and the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premium, transfer of accounts, payment of inspection charges, etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premiums in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme shall be made without the prior approval of the Regional Provident Fund Commissioner, Gujarat and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members would have been covered under the said Scheme but for grant of this exemption shall be that of the employer.

12. Upon the death of the member covered under the Scheme the employer in relation to the said establishment shall ensure prompt payment of the sum assured to the nominee/legal heirs entitled for it and in any case within 7 days of the receipt of the sum assured from the Life Insurance Corporation of India.

[No S. 35014(180)/83-PF. III]

का० आ० 4042.—मैसर्स एसोसिएटेड सीमेंट कम्पनी लिमिटेड, पोस्ट बाक्स द्वारका सीमेंट फैक्टरी, द्वारका-36 गुजरात (गुजरात/1) (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबंध अधिनियम, 1952 (1952 का 19) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिए जाने के लिय आवेदन किया है ;

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पृथक अभिदाय या प्रीमियम का संदाय किये बिना ही, भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए ये फायदे उन फायदों से अधिक अनुकूल हैं जो कर्मचारी निक्षेप सहज बीमा स्कीम 1976 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें अनुजेय हैं ;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए

और इससे उपावद्ध अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए, उक्त स्थापन को तीन वर्ष की अवधि के लिए उक्त स्कीम के सभी उपबंधों के प्रवर्तन से छूट देती है।

अनुसूची

1. उक्त स्थापन के संबंध में नियोजक प्रादेशिक भविष्य-निधि आयुक्त गुजरात को ऐसी विवरणियां भेजेगा और से लेखा रखेगा तथा निरीक्षण के लिए ऐसी सुविधायें प्रदान करेगा जो केन्द्रीय सरकार, समय-समय पर निर्दिष्ट करे।

2. नियोजक, ऐसे निरीक्षण प्रभागों का प्रत्येक माम की समाप्ति के 15 दिन के भीतर संदाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (3क) के खंड (क) के अधीन समय-समय पर निर्दिष्ट करे।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अन्तर्गत लेखाओं का रखा जाना विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का संदाय, लेखाओं का अन्तरण, निरीक्षण प्रभागों, संदाय आदि भी है, होने वाले सभी व्ययों का वहन नियोजक द्वारा किया जायेगा।

4. नियोजक, केन्द्रीय सरकार द्वारा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति, और जब कभी उनमें संशोधन किया जाए, तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उसकी मुख्य बातों का अनुवाद, स्थापन के सूचना-पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो, नियोजक, सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसकी वास्तव आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को भेजता रहेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाये जाते हैं तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप से वृद्धि की जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिये सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों, जो उक्त स्कीम के अधीन अनुज्ञेय हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन संदेय रकम उस रकम से कम है जो कर्मचारी को उस दशा में देय होती, जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक वारिस/नामनिर्देशित को प्रतिकर के रूप में दोनों रकमों के अन्तर के बराबर रकम का संदाय करेगा।

8. सामूहिक बीमा स्कीम के उपबंधों में कोई भी संशोधन 'प्रादेशिक भविष्य' निधि आयुक्त गुजरात के पूर्ण अनुमोदन के बिना नहीं किया जाएगा और जहां किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो वहां, प्रादेशिक भविष्य निधि आयुक्त अपना, अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का व्यक्तिगत अवसर देगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम की उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है अधीन नहीं रह जाते हैं, या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं; तो यह रद्द की जा सकती है।

10. यदि किसी कारणवश, नियोजक उस नियत तारीख के भीतर, जो भारतीय जीवन बीमा निगम नियत करे, प्रीमियम का संदाय करने में असफल रहता है, और पानिसी को व्यपगत हो जाने दिया जाता है तो, छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के संदाय में किए गए किसी ध्यतिक्रम की दशा में, उन मृत सदस्यों के नामनिर्देशितियों या विधिक वारिसों को जो यदि यह छूट न दी गई होती तो उक्त स्कीम के अन्तर्गत होते, बीमा फायदों के संदाय का उत्तरदायित्व नियोजक पर होगा।

12. उक्त स्थापन के संबंध में नियोजक, इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर उसके हकदार नामनिर्देशितियों/विधिक वारिसों को बीमाकृत रकम का संदाय तत्परता से और प्रत्येक दशा में भारतीय जीवन बीमा निगम से बीमाकृत रकम प्राप्त होने के मातृ दिन के भीतर सुनिश्चित करेगा।

[संख्या एम-35011/182/83-पी० एफ-2]

S.O. 4042.—Whereas Messrs The Associated Cement Cos. Ltd., P.O. Dwaraka Cement Factory, Dwaraka-361-336-Dist. Jamnagar, Gujarat State (GJ/1) (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees Deposit-Linked Insurance Scheme 1976 (hereinafter referred to as the said Scheme);

Now therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund

Commissioner, Gujarat, maintain such accounts and provide such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme shall be made without the prior approval of the Regional Provident Fund Commissioner, Gujarat and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc, within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the member covered under the Scheme the employer in relation to the said establishment shall ensure prompt payment of the sum assured to the nominee/legal heirs entitled for it and in any case within 7 days of the receipt of the sum assured from the Life Insurance Corporation of India.

[No. S. 35014(182)/83-PF. III]

का० आ० 4043.—मैसर्स अहमदाबाद श्री रामकृष्ण मिल्स कंपनी लि० गोमेतीपुर, अहमदाबाद-380021 (गुजरात 268) (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिए जाने के लिए आवेदन किया है।

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पृथक् अभिदाय या प्रीमियम का संदाय किए बिना ही, भारतीय जीवन बीमा निगम को सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए ये फायदे उन फायदों से अधिक अनुकूल हैं जो कर्मचारी निक्षेप सहबद्ध बीमा स्कीम 1976 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें अनुजेय हैं;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और इससे उपाबद्ध अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए, उक्त स्थापन को तीन वर्ष की अवधि के लिए उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है।

अनुसूची

1. उक्त स्थापन के संबंध में नियोजक प्रादेशिक भविष्य निधि आयुक्त गुजरात को ऐसी विवरणियां भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी सुविधाएं प्रदान करेगा जो केन्द्रीय सरकार, समय-समय पर निर्दिष्ट करे।

2. नियोजक, ऐसे निरीक्षण प्रभारों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर संदाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (3क) के खण्ड (क) के अधीन समय-समय पर निर्दिष्ट करे।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अन्तर्गत लेखाओं का रखा जाना, विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का संदाय, लेखाओं का अन्तरण, निरीक्षण प्रभारों का संदाय आदि भी है, होने वाले सभी व्ययों का वहन नियोजक द्वारा किया जाएगा।

4. नियोजक, केन्द्रीय सरकार द्वारा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति, और जब कभी उनमें संशोधन किया जाए, तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उसकी मुख्य बातों का अनुवाद, स्थापन के सूचना-पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो, नियोजक, सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज

करेगा और उसकी वांछित आवश्यक प्रीमियम भारतीय जीवन निगम को संदत्त करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाये जाते हैं तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप में वृद्धि की जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों, जो उक्त स्कीम के अधीन अनुज्ञेय हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन संदेय रकम उस रकम से कम है जो कर्मचारी को उस दशा में से देय होती, जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक वारिस/नामनिर्देशितों को प्रतिकर के रूप में दोनों रकमों के अन्तर के बराबर रकम का संदाय करेगा।

8. सामूहिक बीमा स्कीम के उपबन्धों में कोई भी संशोधन प्रादेशिक भविष्य निधि आयुक्त गुजरात के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहां किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो वहां, प्रादेशिक भविष्य निधि आयुक्त अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का युक्तियुक्त अवसर देगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम की उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है अधीन नहीं रह जाते हैं, या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं; तो यह रद्द की जा सकती है।

10. यदि किसी कारणवश, नियोजक उस नियत तारीख के भीतर, जो भारतीय जीवन बीमा निगम नियत करे, प्रीमियम का संदाय करने में असफल रहता है, और पालिसी को व्यपगत हो जाने दिया जाता है तो, छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के संदाय में किए गए किसी व्यतिक्रम की दशा में, उन मृत सदस्यों के नामनिर्देशितियों या विधिक वारिसों को जो यदि यह छूट न दी गई होती तो उक्त स्कीम के अन्तर्गत होते, बीमा फायदों के संदाय का उत्तरदायित्व नियोजक पर होगा।

12. उक्त स्थान के सम्बन्ध में नियोजक, इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर उसके हकदार नामनिर्देशितियों/विधिक वारिसों को बीमाकृत रकम का संदाय तत्परता से और प्रत्येक दशा में भारतीय जीवन बीमा निगम से बीमाकृत रकम प्राप्त होने के सात दिन के भीतर सुनिश्चित करेगा।

[संख्या एस-35014/183/83-पी०एफ०-2]

900 GI/83--9

S.O. 4043.—Whereas Messrs The Ahmedabad Shri Ramkrishnan Mills Company Limited, Gornatpur, Ahmedabad-380021 (GJ/268), (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of section 17 of the Employees Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act) ;

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees Deposit-Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Gujarat, maintain such accounts and provide such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme shall be made without the prior approval of the Regional Provident Fund Commissioner, Gujarat and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the member covered under the Scheme the employer in relation to the said establishment shall ensure prompt payment of the sum assured to the nominee/legal heirs entitled for it and in any case within 7 days of the receipt of the sum assured from the Life Insurance Corporation of India.

[No. S. 35014(183)|83-PF. II]

का० आ० 4044.—मैसर्स जामनगर डिस्ट्रिक्ट को-ऑपरेटिव बैंक लि० सहकारी भवन, रणजीत रोड, जामनगर-361001, (अहमदाबाद), (गुजरात/4658), (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिए जाने के लिए आवेदन किया है।

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पृथक अभिदाय या प्रीमियम का संदाय किए बिना ही, भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए ये फायदे उन फायदों से अधिक अनुकूल हैं जो कर्मचारी नियम सहबद्ध बीमा स्कीम 1976 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें अनुज्ञेय हैं;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और इससे उपाबद्ध अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए, उक्त स्थापन को तीन वर्ष की अवधि के लिए उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है।

अनुसूची

1. उक्त स्थापन के संबंध में नियोजक प्रादेशिक भविष्य निधि आयुक्त, अहमदाबाद को ऐसी विवरणियां भेजेगा और ऐसा लेखा रखेगा तथा निरीक्षण के लिए ऐसे सुविधाएं प्रदान करेगा जो केन्द्रीय सरकार, समय-समय पर निर्दिष्ट करे।

2. नियोजक, ऐसे निरीक्षण प्रभागों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर संदाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) के खण्ड (क) के अधीन समय-समय पर निर्दिष्ट करे।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अन्तर्गत लेखाओं का रखा जाना, विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का संदाय, लेखाओं का अन्तरण, निरीक्षण प्रभागों संदाय आदि भी है, होने वाले सभी व्ययों का वहन नियोजक द्वारा किया जाएगा।

4. नियोजक, केन्द्रीय सरकार द्वारा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति, और जब कभी उनमें संशोधन किया जाए, तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उसकी मुख्य बातों का अनुवाद, स्थापन के सूचना-पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापना की भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो, नियोजक, सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसकी बाबत आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को संदाय करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाये जाते हैं, तो नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप से वृद्धि की जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों, जो उक्त स्कीम के अधीन अनुज्ञेय हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन संदेय रकम उस रकम से कम है जो कर्मचारी को उस दशा में से देय होती, जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक वारिस/नामनिर्देशितों को प्रतिकर के रूप में दोनों रकमों के अन्तर के बराबर रकम का संदाय करेगा।

8. सामूहिक बीमा स्कीम के उपबन्धों में कोई भी संशोधन, प्रादेशिक भविष्य निधि आयुक्त, अहमदाबाद के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहां किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो वहां, प्रादेशिक भविष्य निधि आयुक्त, अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का युक्तियुक्त अवसर देगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम की उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है अधीन नहीं रह जाते हैं, या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं; तो यह रद्द की जा सकती है।

10. यदि किसी कारणवश, नियोजक उस नियत सारीख के भीतर, जो भारतीय जीवन बीमा निगम नियत करे,

प्रीमियम का सदाय करने में असफल रहता है, और पालिसी को व्यपगत हो जाने दिया जाता है तो, छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के सदाय में किए गए किसी व्यतिक्रम की दशा में, उन मृत सदस्यों के नामनिर्देशितियों या विधिक वारिसों को जा यदि वह छूट न दी गई होती तो उक्त स्कीम के अन्तर्गत हानि, बीमा फायदों के सदाय का उत्तरदायित्व नियोजक पर होगा।

12. उक्त स्थापन के सम्बन्ध में नियोजक, इस स्कीम के अर्थात् आने वाले किसी सदस्य का मृत्यु होने पर उसके हकदार नामनिर्देशितियों/विधिक वारिसों को बीमाकृत रकम का सदाय तत्परता से और प्रत्येक दशा में भारतीय जीवन बीमा निगम से बीमाकृत रकम प्राप्त होने के सात दिन के भीतर सुनिश्चित करेगा।

[संख्या एस-3501 4/185/83-पी०एफ-2]

S.O. 4044.—Whereas Messrs The Jamnagar District Co-operative Bank Ltd., Sahkar Bhavan, Ranjit Road, Jamnagar-361001, (Ahmedabad) (GJ/4658), (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of section 17 of the Employees Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act) ;

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees Deposit-Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner Ahmedabad, maintain such accounts and provide such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay

necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme shall be made without the prior approval of the Regional Provident Fund Commissioner, Ahmedabad and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the member covered under the Scheme the employer in relation to the said establishment shall ensure prompt payment of the sum assured to the nominee/legal heirs entitled for it and in any case within 7 days of the receipt of the sum assured from the Life Insurance Corporation of India.

[No. S. 35014(185)/83-PF. II]

का०आ० 4045.—मैसर्स गुजरात स्टेट फर्टिलाइजर्स कं० लिमिटेड डाकघर फर्टिलाइजर नगर, बड़ौदा (गुजरात/5238) (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिए जाने के लिए आवेदन किया है;

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पृथक अभिदाय या प्रीमियम का सदाय किए बिना ही, भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए ये फायदे उन फायदों से अधिक अनुकूल हैं जो कर्मचारी निक्षेप सहबद्ध बीमा स्कीम 1976 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें अनुज्ञेय हैं;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और इससे उपायबद्ध अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए, उक्त स्थापन को तीन वर्ष की अवधि के लिए उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है।

अनुसूची

1. उक्त स्थापन के संबंध में नियोजक प्रादेशिक भविष्य निधि आयुक्त, अहमदाबाद को ऐसी विवरणियां भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी सुविधाएं प्रदान करेगा जो केन्द्रीय सरकार, समय-समय पर निर्विष्ट करे।

2. नियोजक, ऐसे निरीक्षण प्रभारों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर संदाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (3क) के खण्ड (क) के अधीन समय-समय पर निर्विष्ट करें।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अन्तर्गत लेखाओं का रखा जाना विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का संदाय, लेखाओं का अन्तरण, निरीक्षण प्रभारों संदाय आदि भी है, होने वाले सभी व्ययों का वहन नियोजक द्वारा किया जायेगा।

4. नियोजक, केन्द्रीय सरकार द्वारा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति, और जब कभी उनमें संशोधन किया जाए, तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उसकी मुख्य बातों का अनुवाद, स्थापन के सूचना पत्र पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो, नियोजक, सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसकी बाधत आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को संवत्त करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाये जाते हैं, तो नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप से वृद्धि की जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों, जो उक्त स्कीम के अधीन अनुभूत हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन सदेय रकम उस रकम से कम है जो कर्मचारी को उस दशा में से देय होती, जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक वारिस/नामनिर्देशिती को

प्रतिकर के रूप में दोनों रकमों के अन्तर के बराबर रकम का संदाय करेगा।

8. सामूहिक बीमा स्कीम के उपबन्धों में कोई भी संशोधन प्रादेशिक भविष्य निधि आयुक्त अहमदाबाद के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहां किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हों वहां, प्रादेशिक भविष्य निधि आयुक्त, अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का व्यक्तिगत अवसर देगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम की उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है अधीन नहीं रह जाते हैं, या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं, तो यह रद्द की जा सकती है।

10. यदि किसी कारणवश, नियोजक उस नियत तारीख के भीतर, जो भारतीय जीवन बीमा निगम नियम करें, प्रीमियम का संदाय करने में असफल रहता है, और पालिसी को व्यपगत हो जाने दिया जाता है तो छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के संदाय में किए गए किसी व्यतिक्रम की दशा में, उन मृत सदस्यों के नामनिर्देशितियों या विधिक वारिसों को जो यदि यह छूट न दी गई होती तो उक्त स्कीम के अन्तर्गत होते, बीमा फायदों के संदाय का उत्तरदायित्व नियोजक पर होगा।

12. उक्त स्थापन के संबंध में नियोजक, इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर उसके हकदार नामनिर्देशितियों/विधिक वारिसों को बीमाकृत रकम का संदाय तत्परता से और प्रत्येक दशा में भारतीय जीवन बीमा निगम से बीमाकृत रकम प्राप्त होने के सात दिन के भीतर सुनिश्चित करेगा।

[सं० एस-35014/186/83-पी०एफ०-2]

S.O. 4045.—Whereas Messrs Gujarat State Fertilizers Co. Ltd., P. O. Fertilizer Nagar, Baroda, (GJ/5238), hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees Deposit-Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Ahmedabad, maintain such accounts and provide such facilities for inspection, as Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme shall be made without the prior approval of the Regional Provident Fund Commissioner, Ahmedabad and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption shall be that of the employer.

12. Upon the death of the member covered under the Scheme the employer in relation to the said establishment shall ensure prompt payment of the sum assured to the nominee/legal heirs entitled for it and in any case within 7 days of the receipt of the sum assured from the Life Insurance Corporation of India.

का०आ० 4046---मैमर्स आर०एम. इंजीनियरिंग वर्क्स, खोखरा मेम्दावाद, अहमदाबाद-380008 (गुजरात/25-ए) (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिए जाने के लिए आवेदन किया है;

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किमीपृथक अभिदाय या प्रीमियम का संदाय किए बिना ही, भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए ये फायदे उन फायदों से अधिक अनुकूल हैं जो कर्मचारी निक्षेप महबद्ध बीमा स्कीम 1976 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अन्तर्गत उन्हें अनुभेय है;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और इससे उपाबद्ध अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए, उक्त स्थापन को तीन वर्ष की अवधि के लिए उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है।

अनुसूची

1. उक्त स्थापन के संबंध में नियोजक प्रादेशिक भविष्य निधि आयुक्त, अहमदाबाद को ऐसी विवरणियां भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी सुविधाएं प्रदान करेगा जो केन्द्रीय सरकार, समय-समय पर निर्दिष्ट करे।

2. नियोजक, ऐसे निरीक्षण प्रभागों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर संदाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (3क) के खण्ड (क) के अधीन समय-समय पर निर्दिष्ट करे।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अन्तर्गत लेखाओं का रखा जाना, विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का संदाय, लेखाओं का अन्तरण, निरीक्षण प्रभागों का संदाय आदि भी है, होने वाले सभी व्ययों का वहन नियोजक द्वारा किया जायेगा।

4. नियोजक, केन्द्रीय सरकार द्वारा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति, और जब कभी उनमें संशोधन किया जाए, तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उसकी मुख्य बातों का अनुवाद, स्थापन के सूचना-पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो, नियोजक, सामूहिक बीमा

स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसकी बाबत आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को संदत्त करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाये जाते हैं, तो नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप से वृद्धि की जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों, जो उक्त स्कीम के अधीन अनुभूत हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी, यदि किसी कर्मचारी को मृत्यु पर इस स्कीम के अधीन संदेय रकम उस रकम से कम है जो कर्मचारी को उस दशा में संदेय होता, जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिवक वारिस/नामनिर्देशितों को प्रतिभर के रूप में दोनों रकमों के अन्तर के बराबर रकम का संदाय करेगा।

8. सामूहिक बीमा स्कीम के उपबन्धों में कोई भी संशोधन प्रादेशिक भाविष्य निधि आयुक्त, अहमदाबाद के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहां किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो, प्रादेशिक भाविष्य निधि आयुक्त, अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का युक्तियुक्त अवसर दता।

9. यदि किसी कारणवश, स्थान के कर्मचारी, भारतीय जीवन बीमा निगम की उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है अधीन नहीं रह जाते हैं या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति में कम हो जाते हैं; तो यह रद्द की जा सकती है।

10. यदि किसी कारणवश, नियोजक उस नियत तारीख के भीतर जो भारतीय जीवन बीमा निगम नियत करे, प्रीमियम का संदाय करने में असफल रहता है और पालिसी को व्यपगत हो जाने दिया जाता है तो, छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के संदाय में किए गए किसी व्यतिक्रम की दशा में, उन मृत सदस्यों के नामनिर्देशितियों या विधिवक वारिसों को जो यदि यह छूट न दी गई होती तो उक्त स्कीम के अन्तर्गत होते, बीमा फायदों के संदाय का उत्तरदायित्व नियोजक पर होगा।

12. उक्त स्थापन के संबंध में नियोजक इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर उसके हकदार नामनिर्देशितियों/विधिवक वारिसों को बीमाकृत रकम का संदाय तत्परता से और प्रत्येक दशा में भारतीय जीवन

बीमा निगम से बीमाकृत रकम प्राप्त होने के सात दिन के भीतर सुनिश्चित करेगा।

[संख्या एस-55014/187/83-पी एफ-2]

एस०के० भट्टराई, अवर सचिव

S.O. 4046.—Whereas Messrs R. M. Engineering Works, Khokhra Memdabad, Ahmedabad-380008 (GJ/25-A), (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees Deposit-Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the SCHEDULE annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner Ahmedabad, maintain such accounts and provide such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme shall be made without the prior approval of the Regional Provident Fund Commissioner, Gujarat and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the member covered under the Scheme the employer in relation to the said establishment shall ensure prompt payment of the sum assured to the nominee/legal heirs entitled for it and in any case within 7 days of the receipt of the sum assured from the Life Insurance Corporation of India.

[No. S. 35014(187)/83-PF.III]

A. K. BHATTARAI, Under Secy.

नई दिल्ली, 6 अक्टूबर, 1983

आदेश

का० आ० 4047.—केन्द्रीय सरकार की राय है कि इससे उपाबद्ध अनुसूची में विनिर्दिष्ट विषय के बारे में खादी तथा ग्रामोद्योग आयोग, मुम्बई के प्रबंधतंत्र से सम्बद्ध एक औद्योगिक विवाद नियोजकों और उनके कर्मकारों के बीच विद्यमान है,

और केन्द्रीय सरकार उक्त विवाद को न्यायनिर्णयन के लिए निर्देशित करना वांछनीय समझती है,

अतः केन्द्रीय सरकार, औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 7-क और धारा 10 की उपधारा (1) के खंड (घ) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, एक औद्योगिक अधिकरण गठित करती है जिसके पीठासीन अधिकारी श्री महेन्द्र भूषण शर्मा होंगे, जिनका मुख्यालय जयपुर में होगा और उक्त विवाद को उक्त अधिकरण को न्यायनिर्णयन के लिए निर्देशित करती है।

अनुसूची

“क्या खादी तथा ग्रामोद्योग आयोग, बीकानेर की श्री के० एल० जोशी, उच्च श्रेणी लिपिक को जून, 1981 के दौरान सहायक निदेशक (साधारण प्रशासन/प्रशिक्षण एच०ई०टी० डब्ल्यू० एस० ए०) के पद के लिए चयन बोर्ड के समक्ष साक्षात्कार का अवसर देने से इंकार करने की कार्रवाई न्यायो-

चित है? यदि नहीं, तो श्री जोशी किस अनुतोष के हकदार है?

[स० एन-42012(8)/83-डी II(बी)]

हरि सिंह, डेस्क अधिकारी

New Delhi, the 6th October, 1983

ORDER

S.O. 4047.—Whereas the Central Government is of opinion that an industrial dispute exists between the employers in relation to the management of Khadi & Village Industries Commission Bombay and their workmen in respect of the matter specified in the Schedule hereto annexed :

And, whereas the Central Government considers it desirable to refer the said dispute for adjudication.

Now, therefore, in exercise of the powers conferred by section 7A, and clause (d) of sub-section (1) of section 10, of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby constitutes an Industrial Tribunal of which Shri Mahendra Bhushan Sharma shall be the Presiding Officer, with headquarters at Jaipur and refers the said dispute for adjudication to the said Tribunal.

SCHEDULE

“Whether the action of Khadi & Village Industries Commission, Bikaner in denying an opportunity of interview to Shri K.L. Joshi, UDC for the post of Asstt. Director (Gen. Admn/Training/HBT-WSA) before the Selection Board during June 1981 is justified? If not to what relief Shri Joshi is entitled to?”.

[No. L-42012(8)/83-D.II.B.]

HARI SINGH, Desk Officer.

New Delhi, the 7th October, 1983

S.O. 4048.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal No. 3 Dhanbad in the industrial dispute between the employers in relation to the management of Jamadoba 6 & 7 Pits Colliery of Messrs Tata Iron & Steel Company and their workman, which was received by the Central Government on the 4th October, 1983.

BEFORE THE CENTRAL GOVT. INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT NO. 3, DHANBAD

REFERENCE NO. 19/80

PARTIES :—

Employers in relation to the management of Jamadoba 6&7 Pits Colliery of M/s. Tata Iron & Steel Co. Ltd., P.O. Jamadoba, Dist. Dhanbad.

AND

Their Workman

APPEARANCES :—

For the Employer—Shri S.S. Mukherjee, Advocate.
For the Workman—Shri B.N.Sharma, Joint General Secretary, Janta Mazdoor Sangh, Dhanbad.

INDUSTRY : Coal.

STATE : Bihar

Dated, the 27th September, 1983.

AWARD

The Govt. of India in the Ministry of Labour in exercise of the powers conferred on them U/S 10 (1)(d) of the Industrial Disputes Act, 1947 (14 of 1947), has referred the dispute to this Tribunal for adjudication under Order No. L-20012/1/80-L. III(A) dated the 5th April, 1980.

SCHEDULE

"Whether the action of the management of Jamadoba 6 & 7 Pits Colliery of M/s. Tata Iron & Steel Co. Ltd., P.O. Jamadoba, Dist. Dhanbad in terminating the services of Shri Govind Turi, Category-I Mazdoor with effect from the 22nd October, 1975 is justified? If not, to what relief is the said workman entitled?"

2. The case of the workman is that he was employed as a Category-I Mazdoor under the management from 2-7-74 and he continued working till 21-10-75 when his services were abruptly terminated without any notice. It is submitted that the action of the management in terminating his service without any notice or chargesheet is illegal and in spite of representation made by him he was not given employment. He then raised the present dispute which resulted in the Reference in question. The prayer is that he should be ordered to be reinstated with full back wages and other relief.

3. On behalf of the management, however it is stated that one Sri Bhola Turi was employed as H.E. Khalasi in 6 & 7 Pits Jamadoba Colliery with effect from 21-3-1949. He expired on 4-3-74. A lady pretending to be the wife of Late Bhola Turi approached the management along with the concerned workman Sri Govind Turi and a certificate of Mukhiya dated 14-5-74 certifying that the concerned workman is the son of late Bhola Turi was submitted. The management considered the request for employment and on that strength the concerned workman, Sri Govind Turi was appointed as a substitute worker of and on with effect from 2-7-74. Thereafter one Sri Sheo Prasad Turi alleging to be nephew of late Bhola Turi made an application for settlement of C.M.P.F. account of Late Bhola Turi in his favour and in support of his contention he submitted a certificate of the same Mukhiya and stated that the concerned workman is not the son of Late Bhola Turi but he is son of the sister of Bhola Turi and on this basis the concerned workman was not engaged further. Thereafter Sri Govind Turi submitted another certificate from the same Mukhiya countersigned by the B.D.O. claiming to be son of late Bhola Turi. The management did not accept the subsequent certificate as the same Mukhiya issued contradictory certificate duly signed by the same B.D.O. to Sri Sheo Prasad Turi as nephew of Bhola Turi. It is submitted that as there was contradiction in the two certificates the employment of the concerned workman was terminated. It is also submitted on behalf of the management that the claim is stale one and hence the Reference is not maintainable.

4. In the rejoinder filed by the workman it is stated that while Bhola Turi his father was alive and was in employment in the company he approached the management for securing employment of his son the concerned workman and after due enquiry the name of the concerned workman was registered in the register of employees dependants in the year 1965. Thereafter, after the death of Bhola Turi, his mother filed a fresh application for the employment and the management after being satisfied employed the concerned workman as a permanent worker. It however appears that Sri Sheo Prasad Turi who is an imposter, long after filed a petition for settlement of the C.M.P.F. account of Bhola Turi. The matter was enquired into by the management through Mr. Mazumdar, Senior Personnel Officer who submitted his report supporting the case of the concerned workman, but in spite of it he was not taken in employment.

5. The point for consideration is as to whether the action of the management in terminating the services of Sri Govind Turi the concerned workman as Category-I Mazdoor with effect from 22-10-1975 is justified. If not, to what relief is the concerned workman entitled.

6. Certain facts are admitted in this case. Bhola Turi as well as his wife are admittedly dead. Bhola Turi died in 1973. MW-1 who is Personnel Officer in Jamadoba Colliery has stated that in TATAS one of the dependants of the deceased workman is given employment. It appears from Ext. M-1 which is an application for registration of employees dependants that the name of the concerned workman was enrolled in the said register as early as in year 1965 and his Sr. No. in the said register is 23 dated 12-3-1965. This clearly proves that during his life time Bhola Turi approached the management for registration of name of his son, the concerned workman, as his dependant. Thereafter in the year 1974

Bhadwari w/o Bhola Turi filed the application Ext. M-1 stating that the concerned workman is the son of Bhola Turi who died on 4-3-73. Both Bhola Turi and his wife are dead and Ext. M-1 is the statement of deceased persons. Now if Govind Turi would not have been the son of Bhola Turi, his name would not have been recorded in the register of employees dependants and this registration naturally must have been made after due enquiry by the management and on the basis of Ext. M-1 Govind Turi was also given employment from 2-7-74. It will also appear that on behalf of Govind Turi a certificate of the Mukhiya of the Panchayat and countersigned by the B.D.O. was also filed before the management which has been marked Ext. M-3. Long after the employment of Govind Turi one Sheo Prasad Turi filed a certificate dated 31-7-75 signed by the same Mukhiya and countersigned by the same B.D.O. for settlement of C.M.P.F. account of Bhola Turi alleging that he is the nephew of Bhola Turi and that there was no member in the family of Bhola Turi except himself. It further appears that when Sheo Prasad Turi made a claim long after the concerned workman on the direction of the management again filed another certificate of the Mukhiya certifying that he was the son of late Bhola Turi who was working under the Tatas. Thus the same Mukhiya granted contradictory certificates to two persons. The case of the management is that as the certificates were contradictory the work of Govind Turi was stopped. It is a matter of common experience that sometimes imposters also come to make a false claim. The management must have given appointment to Govind Turi after being satisfied that he was the son of Bhola Turi and if anybody else came to challenge the claim the proper course for the management was to make an enquiry into the matter and not to terminate the services of the concerned workman arbitrarily. Before the management there was the statement of two dead persons and the statement of dead persons have got great value. As early as in the year 1965 Bhola Turi had filed a representation before the management stating that Govind Turi was his son and he should be given employment as is the practice in the Tatas. It is not expected that long before his retirement or death Bhola Turi would have made a false statement saying that Govind Turi was his son. Further in evidence the concerned workman has stated that when Sheo Prasad Turi made a claim the management directed the concerned workman to submit a certificate of the Mukhiya regarding his identity and he accordingly filed a certificate granted by the same Mukhiya. The said certificate is on the record. This witness has further stated that when two certificates were filed the management directed Mr. Mazumdar, Group Personnel Officer to make enquiry regarding the identity of the concerned workman and that Mr. Mazumdar made an enquiry and submitted a report stating that the concerned workman was the genuine person. This report was called for from the management but it has not been filed for the reasons best known to them. The attention of MW-1 Personnel Officer of Tata was drawn to this effect but he has tried to evade the issue. He has stated that he does not know whether Mr. A. Mazumdar was deputed the enquiry against the correctness or otherwise of the allegation made against the concerned workman regarding his identity etc. and he also does not know whether order for enquiry was given by the Agent of Jamadoba colliery. He also cannot say whether Mr. Mazumdar after enquiry submitted his report to the effect that the concerned workman was the correct man. Thus the management has withheld the enquiry report of Mr. Mazumdar. The fact that such enquiry was made is proved from the record of the Conciliation Officer which has also been marked in this case. From this record it will appear that statements of certain witnesses had been recorded by Mr. Mazumdar in course of enquiry made by him and these statements were filed before the Conciliation Officer. MW-1 has admitted in para 4 of his cross-examination that the workman who seeks employment of one of his dependant has to fill up a declaration form and that Ext. M-1 shows that Bhola Turi while he was alive had filed such declaration form and its Sl. No. is 23 of the year 1965 in the employees dependants register.

7. Sri Govind Turi has examined himself before this Court and he has stated that he is the son of Bhola Turi. On behalf of the management Sri Sheo Prasad Turi has been examined as M-2. From his statement it will appear that he is not the resident of the village of Bhola Turi. Further he cannot say the name of any respectable person of the village of Bhola Turi nor he can say who is the M.T.A. of this village. All these facts clearly indicate that he is not well acquainted with his village and that he came to

lay a false claim for the C.M.P.F. account of Bhola Turi claiming to be his nephew though late Bhola Turi has a son Govind Turi who had already got employment under the management.

8. Much reliance has been placed by the management in the succession certificate taken by Sri Sheo Prasad Turi claiming to be the nephew of Bhola Turi. But this succession certificate was obtained as late as in the year 1981. This is ex parte succession certificate on which much reliance cannot be placed. Further it is well settled that grant of succession certificate does not decide the question of title of any person.

9. It was also urged on behalf of the management that if Govind Turi was the son of Bhola Turi he should have filed application for withdrawal of the C.M.P.F. account much earlier. In fact subsequently Govind Turi filed such an application. He was already in service under the management as son of Bhola Turi and there was no hurry to claim the C.M.P.F. account of Bhola Turi. He is an illiterate person and if some delay was caused by him for that it is not proved that he is not the son of late Bhola Turi.

10. It was also urged on behalf of the management that the concerned workman was a casual labourer and so he is not entitled to get the employment. The management has also filed a statement Ext. M-6 showing that the concerned workman had worked only 155 days and he had not put any requisite number of attendance in order to make him permanent or entitle him to get retrenchment compensation or notice. It may be that he did not work for requisite number of days but after all he was appointed as an employee dependant and the management give such employment to one of the dependants of this deceased employee. In circumstances the management was unjustified in stopping the service of the concerned workman without any legal and valid reason. More so, when there was already an enquiry report of Mr. Mazumdar showing that the concerned workman was the genuine person and was son of late Bhola Turi, even if the concerned workman was a casual workman, he was entitled to be retained as a casual worker till he was made permanent by the management.

11. Considering the evidence on record and facts and circumstances of the case, I hold that the management was not justified in terminating the services of the concerned workman with effect from 22-10-1975 and the action of the management is illegal.

12. In the circumstances the concerned workman is entitled to be reinstated in service but without any back wages. He should be appointed within a month of the date of publication of the award and will be entitled to his full wages from the said date even if there is any delay in his employment.

13. The award is given accordingly.

J.N. SINGH, Presiding Officer

[No. L-20012/1/81-D. III (A)]

A.V.S. SARMA, Desk Officer

New Delhi, the 6th October, 1983

S.O. 4049.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal Calcutta in the industrial dispute between the employers in relation to the United Commercial Bank Limited, Calcutta and their workmen, which was received by the Central Government on the 30th September, 1983.

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL,
CALCUTTA

Reference No. 24 of 1982

PARTIES:

Employers in relation to the management of United Commercial Bank.

900 GI/83—10.

AND

Their Workmen.

PRESENT:

Mr. Justice M. P. Singh—Presiding Officer.

APPEARANCES:

On behalf of Employers—Mr. K. K. Mondal, Assistant Law Officer.

On behalf of Workmen—Mr. Bhakti Deoan, An Office-bearer of the Union.

STATE : West Bengal.

INDUSTRY : Banking

AWARD

By Order No. L-12012(272)/81-D.II(A) dated 10th/15th June, 1982 the Government of India, Ministry of Labour, referred the following dispute to this Tribunal for adjudication:

"Whether the action of the management of United Commercial Bank in relation to their Group Branch (District Hubli), West Bengal in not designating Shri Ram Iqbal Rai, Watchman-cum-Peon as Armed Guard Sentry and as a result not paying him the special allowance for that post with effect from 25th January, 1972 is justified? If not, to what relief is the workman concerned entitled?"

2. Admittedly the concerned workman Ram Iqbal Rai was appointed by the United Commercial Bank on 16th March, 1971 as a watchman-cum-peon in the initial stage and as an Armed Guard sentry after confirmation at the Gurap branch (District Hubli), West Bengal. He was admittedly confirmed on 1st October, 1971. The concerned workman, namely, Ram Iqbal Rai claimed special allowance payable to an Armed Guard with effect from 25th January, 1972 as per terms of appointment letter.

3. The management has contested his claim. It is contended on behalf of the management that the offer of employment has been given to Shri Ram Iqbal Rai on 16th March, 1971 for a proposed branch at Gurap, that at the time of making of the offer probably it was contemplated that the branch may require an Armed Guard Sentry in future and so in anticipation a reference had been made in that regard in the said letter dated 16th March, 1971 issued to Shri Ram Iqbal Rai, but as a matter of fact such a situation did not arise; that the necessity of an Armed Guard at Gurap branch was not felt and the branch did not obtain any licence for fire arm and that Ram Iqbal Rai was not provided with any gun. It is asserted that Ram Iqbal Rai since his joining his duties has been performing the duties of a Watchman-cum-Peon and has never performed the duties of an Armed Guard and so the question of designating him as an Armed Guard Sentry or paying him special allowance cannot and does not arise. It is urged that the functional special allowance is payable only when the watch and ward staff in addition to their routine duties are required by the Bank to carry any fire arm such as gun, pistol or any other fire arm to guard the Bank's property and or to watch and guard the movement of cash from one place to another, more particularly specified in Appendix 'B' to the First Bipartite Settlement and unless the duties specified therein are performed no special allowance is attracted or it is payable. It is further submitted that the size and location of Gurap branch does not warrant appointment of an Armed Guard and only a Watchman-cum-peon was deemed more than sufficient for that branch. It is pointed out that Ram Iqbal Rai was fully aware of the above position and about his ineligibility to the functional allowance as payable to an Armed Guard and as he was satisfied he has not raised for almost 10 years any claim with regard to the payment of functional allowance payable for Armed Guards. On the basis of this argument it is argued that the claim is belated, arbitrary, unjustified and illegal.

4. After considering the submissions raised on behalf of the parties, I am of opinion that the claim of the concerned workman is well-founded. The management does not dispute the fact that the agreement of appointment mentions that Ram Iqbal Rai was being appointed in the initial stage as Watchman-cum-Peon and then Armed Guard Sentry after confirmation (after 6 months of probation) entitling him to

the allowance payable to armed guard sentry as may be admissible to him. The appointment letter is on record and I have perused it. The above fact has been mentioned there and both parties have agreed to it. It is thus clear from the terms of the agreement of appointment that the concerned workman was appointed in two capacities at the same time by the same appointment letter i.e. in the capacity of watchman-cum-peon at the initial stage and as an Armed Guard Sentry after confirmation. The clear fact, therefore, is that he became an Armed Guard by virtue of the contract entered into between the parties after the date of confirmation. In this situation the allowance payable to Armed Guard will be payable to him. The fact that he was not supplied with gun or other arm is immaterial. It was the business of the management to supply him with arm. The non-supply of a gun or other arm to the concerned workman will have no effect on the status which was granted to him by contract of employment. I am therefore of the opinion that Ram Iqbal Rai became Armed Guard after the date of his confirmation and he is entitled to special allowance.

5. In the result, my concluded award is that the action of the management of United Commercial Bank in relation to their Group branch (District Hubly), West Bengal, in not designating the concerned workman, namely, Ram Iqbal Rai, Watchman-cum-Peon as Armed Guard Sentry and as a result not paying him the special allowance for that post with effect from 25th January, 1972 is not justified. It follows that the concerned workman Ram Iqbal Rai is entitled to be designated as Armed Guard Sentry and to get special allowance with effect from 25th January, 1972 as claimed by him.

Dated, Calcutta.

The 19th September, 1983.

M. P. SINGH, Presiding Officer

[No. L-12012/272/81-D. IIA]

New Delhi, the 7th October, 1983

S.O. 4050.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, Calcutta in the industrial dispute between the employers in relation to the management of Girimint Colliery of Messrs Eastern Coalfields Limited, Post Office Charanpur, District Burdwan (W.B.) and their workmen, which was received by the Central Government on the 4th October, 1983.

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL. CALCUTTA

Reference No. 32 of 1982

PARTIES :

Employers in relation to the management of Girimint Colliery of Messrs Eastern Coalfields Limited.

AND

Their Workmen.

PRESENT :

Mr. Justice M. P. Singh—Presiding Officer.

APPEARANCES :

On behalf of Employers—Mr. M. N. Kar, Advocate.

On behalf of Workmen—Mr. D. L. Sen Gupta, Advocate, with Mr. M. S. Dutta, Advocate.

STATE : West Bengal

INDUSTRY : Coal

AWARD

By Order No. L-19012(8)/82-D.IV(B) dated 23rd April 1982 the Government of India, Ministry of Labour, referred the following dispute to this Tribunal for adjudication :

"Whether the management of Girimint Colliery of Messrs Eastern Coalfields Limited, Post office Charanpur, was justified in not paying S/Shri Kirti Dusad, Ganouri Muchi, Gangu Kumhar and Smt Lachmania Nunia their wages from 1-7-78 to 12-2-1980 ? If not, to what relief the workmen are entitled ?"

2. The four concerned workmen were superannuated on reaching the age of 60 years on the basis of age recorded in the records of the erstwhile management as well as of the present management with effect from 1st July, 1978. A dispute as to age was raised. The matter went to ALC (C), Asansol by letter dated 26 September, 1978 but the case was dropped for mutual discussion. Ultimately after discussion on 30 November, 1979 the parties agreed to refer the case to Medical Board. The Medical Board sat at Sripur Area Hospital on 28 December, 1979 and assessed their age as under.

Sl. No.	Name	Designation	Colliery	Age assessed by Medical Board
1.	Sri Kirti Dusad	UG Trammer	Girimint	59 years
2.	Sri Ganouri Muchi	Wagon Loader	..	58 years
3.	Sri Gangu Kumhar	do	..	57 years
4.	Smt Lachmania Nunia	do	..	58 years

Thereafter they were allowed to resume their duties with effect from 13 February, 1980 but without payment for the back period. Hence the Union raised the present dispute for wages for the idle period in between 1st July, 1978 and 13 February 1980, that is for about 194 months on the ground that the concerned workmen were idle forcibly, unlawfully and illegally by the act of the management.

3. According to the colliery management the concerned workmen had been rightly superannuated on 1 July 1978 on reaching 60 years of age and that Kirti Dusad and Gangu Kumhar had also received their provident fund money, their gratuity and other dues of personary benefits from the company. It is said that the dispute was raised by them before ALC(C), Asansol, then on pursuance by the ALC, both parties agreed to resolve the dispute by signing a settlement dated 28 December, 1978 (Annexure A to the written statement of the management). Mr Kar appearing for the management submitted that the old "B" form Register of the erstwhile management from which the new 'B' form Register was prepared was missing from the office along with some other connected papers, however, two service cards with photos of the two workmen—Gangu Kumhar and Gouri Muchi issued by the Welfare Office of Bengal Coal Co. Ltd. on 15 June 1957 were traced after a thorough search in heaps of records and from these two service cards it will appear that the date of birth of these two workmen were recorded as "1918" although in respect of Gangu Kumhar the year has been over-written as "1928", that in respect of the other two workman no service cards could be traced, but the year of birth of Kirti Dusad is available from the increment list of the erstwhile employees. In respect of Smt. Lachmania Nunia, no other old records regarding date of birth could be found as she was piece-rated workman. The Union thereafter took up the case with the management and finally discussed on 30 November, 1979, furnished undertaking by concerned workmen that if their age was assessed by the doctor to be less than 60 years then they may be allowed to join their work and in that case the workmen will not claim any money for the idle period, the idle period to be treated as leave without pay. The workmen were sent to the Medical Board which met on 28-12-79 and the age of the workmen was assessed as above. Sri Kar mainly contends that there was an undertaking given by the workmen to the effect that if their cases for age assessment by the Medical Board were considered, they would not claim for the idle period, but unfortunately that undertaking has been removed by person interested in doing so or misplaced. He points out that the Union had access to the records and some of the original papers are with them. He has referred to Annexures C and C-1 filed by the workmen. On the other hand, Sri D.L. Sen Gupta appearing for the union vehemently argued that in absence of the undertaking, the management cannot be permitted to advance the argument which they are now urging. He submits that the management has not filed that document and they have suppressed it. He further points out that it was wholly unnecessary to look into the old records as the only material question at present was as to whether or not there was any undertaking given by the workmen as alleged by the management. He has further urged that the argument of the management may only create suspicion but suspicion is no proof.

4. In this case the parties have not adduced any oral evidence. The management has filed several documents (Exts M-1

to M-13) including two old service cards of Gangu Kumhar and Ganouri Muchi and also the papers of the medical board. It is not necessary to discuss these papers because the main contention of the parties are centred on the undertaking. The union has not adduced any evidence oral or documentary. They have however filed certain annexures.

5. After hearing the submissions of the parties, I think, the Union has not been able to make out any case for getting wages for the idle period (1st July 1978 to 12 February 1980). They want to get the wages for the idle period. So the onus is on them to prove by evidence their entitlement. As already stated, they have not adduced any evidence oral or documentary. On this ground alone it can be held that they have not proved their entitlement to wages. It is to be noticed that that medical board sat on 28 December 1979 to assess their age. They were retired on 1 July 1978. Even in their written statement they have not disclosed the circumstances in which the medical board was constituted after about 18 months of their retirement. There must have been some settlement, some understanding between the parties after the dispute was raised. It is not a case of removal or dismissal. The reinstatement was because of the assessment of age by the medical board. Merely because the concerned workmen were allowed to resume duties, it cannot be held that the retirement was illegal or unjustified. There is no evidence on record that the management acted illegally in superannuating them. The action of the management was on the basis of their records. For this reason also the concerned workmen are not entitled to any wages for the idle period. Annexure C-1 to the written statement of the union has been filed by the union. This document clearly shows that there was an undertaking given by the workmen and that the understanding was that they will not claim wages for the back period if their age be assessed by the medical board. Annexure C-1 is as below :

Claimant Agent Office.

A/GIR/20-M-C-6/80/1984

August 2, 1980.

Sri K. L. Bose.

S/Sri Kirit Dusad, UG. Trammer, Ganouri Muchi, W. Loader, Gango Kumhar, W. Loader and Smt. Lachamani Nunia, W. L. were issued superannuation notice and stopped from duty from 1-7-78. They raised dispute about their before the ALC (C) vide their letter No. CMC/GIR/J/76/168 dt. 26-9-78 and the case was dropped for mutual discussion and they have been pursuing the matter with the management and finally it was discussed by the Union before the Dy. CPO, Sripur Area on 30-11-79 when it was agreed that the details of the case should again be sent to him. Accordingly the details of the case was sent vide our letter No. A/GIR/20-M/C-6/79/3686 dt. 5-12-79 where under undertaking from these persons were also enclosed. We do not have the copy of the undertakings referred to above but so far our knowledge goes it was to the fact that if their cases for age assessment for medical board were considered they would not claim for any idle wages. In response to our this letter the Dy. CPO, Sripur Area, advised that their age assessment be done by Sr. M.O. Sripur Area. Sr. M.O. Sripur Area examined them on 28-12-79 and found their age as under :

N ^o mc	Age assessed
1. Kirit Dusad	59 years
2. Ganouri Muchi	58 years
3. Gango Kumhar	57 years
4. Smt. Lachamani Nunia	58 years

Now Sri Jhangloo Singh has raised dispute with the management that they should be paid their idle wages from 1-7-78 to 12-2-80 (the date when they were allowed to resume their duties).

Asst. CPO, Sripur Area is requested to kindly advise in the matter.

Sd/-
Dy. CME/Agent

TO : ASSTT. CPO, SRIPUR AREA.

I have already observed that Annexure C-1 has been filed by the Union. So it is their document on record and they are bound by it. This document, in my opinion, supports the case of the management.

6. For the reasons given above, I hold that the Union has no case and they frivolously raised this dispute.

7. To conclude, my award is that the management of Girit Colliery of the ECL, P.O. Charanpur, District Burdwan, WB is justified in not paying to the four concerned workmen, viz. Kirit Dusad, Ganouri Muchi, Gango Kumhar and Smt Lachmania Nunia the wages from 1 July 1978 to 12 February 1980. It follows that the concerned workman are not entitled to any relief.

M.P. SINGH, Presiding Officer.
[No. L-19012(8)/82-D.IV(B)]

Dated, Calcutta.

The 19 September, 1983.

S.O. 4051.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal Calcutta, in the industrial dispute between the employers in relation to the management of Parbelia Colliery of Messrs Eastern Coalfields Limited and their workmen, which was received by the Central Government on the 4th October, 1983.

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, CALCUTTA

Reference No. 73 of 1982

PARTIES :

Employers in relation to the management of Parbelia Colliery of Messrs Eastern Coalfields Ltd.,

AND

Their Workmen.

PRESENT :

Mr. Justice M. P. Singh, Presiding Officer.

APPEARANCES :

On behalf of Employers—Mr. B. N. Lala, Advocate.

On behalf of Workmen—Mr. S. Roy, Advocate.

STATE : West Bengal

INDUSTRY : Coal

AWARD

The Ministry of Labour and Rehabilitation, Government of India by their Order No. L-19012(124)/82-D.IV(B) dated 1st December, 1982 referred the following dispute to this Tribunal for adjudication :

"Whether the action of the Agent, Parbelia Colliery, Messrs Eastern Coalfields Ltd., Post Office Neutoria, District Purulia, in not upgrading S/Shri Surendra Giri, Bhuvan Banerjee, Jhulan Mukherjee and Nur Md. Mia, Pit Clerks to Grade-II from 1-1-1979 is justified? If not, to what relief the workmen are entitled to and from which date?"

2. The case was fixed for hearing on 20-10-1983 but at the request of the parties the same has been taken up out of turn today. The representatives of the parties appeared and submitted a petition praying for an Award in terms of the settlement arrived at between the parties which are embodied in the petition itself. I have gone through the terms of settlement and I find them fair and reasonable for the benefit of both the parties. I therefore accept the same and pass an Award in terms of the said settlement which is annexed hereto as Annexure "A".

Dated, Calcutta.

25th September, 1983.

M. P. SINGH, Presiding Officer
[No. L-19012(124)/82-D.IV(B)]

ANNEXURE 'A'

BEFORE THE HON'BLE PRESIDING OFFICER,
CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL,
CALCUTTA

In the matter of Reference No. 73 of 1982

PARTIES :

Employers in relation to the management of Parbolia
Colliery of M/s. E.C. Ltd.

AND

Their Workman.

Joint Petition of Compromise :

The humble petition of both the parties, herein concerned,
most respectfully sheweth :

1. That the above matter is pending before the Hon'ble
Tribunal and the matter has not yet been heard.

2. That both the parties, in the meantime, have mutually
discussed the instant matter and have settled the instant
matter on the following terms :—

- (i) That the management agrees to revise the upgradation of the 4 concerned workmen to Grade-II of the Clerical Grade already given from 1-1-82, so as to make the said upgradation effective as from 1-7-79 and their basic pay will be fixed in Clerical Grade-II as from 1-7-79 and the present basic pay of the concerned workmen will be fixed by granting them consequential incremental benefits as per the provisions of the National Coal Wage Agreement-II.
- (ii) That arrear payment accruing for the period from 1-7-79 to 31-5-83 arising out of the term stated in the foregoing paragraph will be paid within six months from the date this settlement is accepted by the Hon'ble Tribunal to make it effective.
- (iii) That both the parties agree that by this settlement the instant dispute and all or any matter arising out of this order of reference stands fully and finally settled and the workmen shall have no claim for any back wages whatsoever in connection to the instant dispute.
- (iv) That both the parties agree that the terms of this settlement are fair and proper.

3. That both the parties pray that the Hon'ble Tribunal may be pleased to accept the settlement as fair and proper and may be further pleased to pass an award in terms thereof.

And for this act of kindness, both the parties, as in duty bound, shall ever pray.

For and on behalf of
the workmen

For and on behalf of
the employers.
Sd/- Illegible

New Delhi, the 10th October, 1983

ORDER

S.O. 4052.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal No. 3, Dhanbad in the industrial dispute between the employers in relation to the management of Khas Kajora Colliery of Eastern Coalfields Limited, Post Office Kajoragram, Dist. Burdwan (W.B.) and their workmen, which was received by the Central Government on the 5th October, 1983.

BEFORE THE CENTRAL GOVT. INDUSTRIAL TRI-
BUNAL-CUM-LABOUR COURT NO. 3, DHANBAD

Reference No. 34/81

PRESENT :

Shri J. N. Singh, Presiding Officer.

PARTIES :

Employers in relation to the management of Khas Kajora
Colliery of E.C.L., P.O. Kajoragram, Dist. Burd-
wan

AND

Their Workmen

APPEARANCES :

For the Employers.—Shri R. S. Murthy, Advocate.

For the Workmen.—Shri J. D. Lal, Advocate.

INDUSTRY : Coal.

STATE : West Bengal.

Dhanbad, the 30th September, 1983

AWARD

The Govt. of India in the Ministry of Labour in exercise of the powers conferred on them U/S 10(1)(d) of the Industrial Disputes Act, 14 of 1947 has referred the dispute to this Tribunal for adjudication under Order No. L-19012(12)] 79-D. IV(B) dated the 18th August, 1981.

SCHEDULE

"Whether the action of the management of Khas Kajora Colliery of Eastern Coalfields Ltd., P. O. Kajoragram, Dist. Burdwan in stopping the workmen as per list enclosed from work w.e.f. 1-10-75 is justified? If not, to what relief the workmen concerned are entitled?"

List of workmen

1. Shri Sahadeb Ram
2. Shri Sagar Nunia
3. Shri Sukhdeb Nunia
4. Shri Benarasi Nunia
5. Shri Rohan Shaw
6. Shri Jethu Bhuiya
7. Shri Khirao Bhuiya
8. Shri Dharam Kora
9. Shri Choto Baramdeo Nunia
10. Shri Raj Kumar Shaw
11. Shri Bisundeo Ram
12. Shri Rajeswar Nunia
13. Shri Shankar Ram
14. Shri Lalu Bhuiya.

2. In the original term of Reference the names of the workmen have not been mentioned but subsequently the Ministry after correspondence issued a corrigendum dated 17-2-83 mentioned the list of 14 workmen who are concerned in this dispute.

3. The simple case of the workmen is that they have been working continuously under the management since 1971 against permanent vacancies, but the management stopped them from work without assigning any reason or notice with effect from 1-10-75. It is also stated that in all 58 persons were stopped work but subsequently the management reinstated 40 persons and 18 persons were left and were not reinstated out of whom 14 are the workmen concerned. It is submitted that the action of the management in stopping the concerned workmen from work is illegal and unjustified and hence they are

entitled to be reinstated with effect from 1-10-75 with full back wages. It may, however, be stated that in the original written statement filed on behalf of the workmen there were contradictions in the year or date of appointment as also date of stoppage of work but subsequently it was amended by them. As for instance, in the original written statement it was mentioned that the work was stopped from 22-8-75 but subsequently it was amended to 1-10-75. It is, however, admitted by the management that these workmen were stopped work from 1-10-75.

4. The defence of the management, however, is that for the purpose of coping with the work of the colliery the management had to recruit some casual workers for working in different categories and sometime thereafter there was no further requirements for the work of the said casual hands whose numbers were in all 58 including the 14 workmen concerned and as such the management discontinued their casual employment. The union approached the management for exploring the possibility of their further absorption in the colliery on which the then Managing Director of the company took a sympathetic view and directed for exploring the possibility of the absorption of the said 58 persons in the colliery and after a thorough probe it was found that out of total 58 persons, 13 of them could be absorbed as regular workmen while 27 others could be kept back on the rolls of the colliery as casual hands. An assessment was made on the basis of the record of attendance of all the said 58 persons and priority in the matter of such appointments were given on the basis of individual record of attendance. The attendance of the concerned workmen was found lower or lesser in comparison to others and hence their case could not be considered and they were not taken in employment. The case of the management thus is that as the concerned workmen were casual workers and their services were no longer required, hence they were not taken in service and they are not entitled to any relief.

5. The point for consideration is as to whether the action of the management in stopping the workmen concerned from work with effect from 1-10-75 is justified. If not, to what relief the workmen concerned are entitled.

6. The fact that the concerned workmen were employees under the management is admitted. The dispute, however, is as to whether they were permanent workers or casual. Further the management in their written statement nowhere stated as to when these workmen were given employment but in evidence it has been stated that they were employed after take over of the management in the end of 1973 or 1974. As stated earlier the workmen in their original written statement did not state specifically that they were appointed prior to take over or nationalisation. But subsequently by amendment they have put in their case to the effect that they were appointed in the year 1971 and evidence to that effect has also been adduced.

7. In support of their case the management has examined 2 witnesses viz. Sri R. N. Upadhaya, Dy. Chief Mining Engineer as MW-1 and Shri S.K. Pandey, Sr. Personnel Officer MW-2. MW-1 Sri Upadhaya has stated that he was the Manager and Superintendent of Khas Kajora from June 1973 to June, 1977 and that the concerned workmen were not on the rolls of the management on the date of take over or nationalisation. He has further stated that they were employed as casual workmen in December, 1973 and 1974 and it was he who gave appointment to 58 persons including the concerned workmen as casuals and from 1st October, 1975 they were discontinued from employment as they were no longer required. He has further stated that after the said stoppage at the instance of the union the cases of these workmen were taken up by Colliery Mazdoor Union before the Managing Director. The Managing Director constituted a Committee to go into the matter and the Committee recommended for regularisation of 13 workers and 27 were to be taken as casuals. Accordingly a letter Ext. M-1 was issued by the Addl. Chief Personnel Officer and this recommendation was, according to this witness, on the basis of attendance put by the workmen and as these workmen have not put in their attendance for 240 days in a year hence they were not absorbed. Ext. M-1 is a letter issued by the Addl. Chief Personnel Officer dated 3rd February, 1976 in which it is stated that on appeal by the Secretary, Colliery Mazdoor Union the Managing Director ordered a fresh enquiry into the matter and to

ascertain facts in each case and report to the Managing Director. It is further stated that on the recommendation of the Committee the Managing Director ordered that 13 workmen may be absorbed as regular and 27 may be kept as casual and the names of those 40 persons are mentioned in the said letter. It will thus appear that as per this letter and in evidence of MW-1 a thorough enquiry was made into the matter and 40 persons were taken in employment on the basis of their attendance.

8. On behalf of the workmen 4 witnesses have been examined out of whom WW-1 to WW-3 are workmen concerned. They have stated that they were senior to the persons who were taken in employment by the management and that they have no knowledge of any such enquiry. The recommendation of the alleged committee has not been filed in this case. The said recommendation or the enquiry report would have shown as to whether the concerned workmen were junior to the others who were taken in MW-2 who is Sr. Personnel Officer of Khas Kajora colliery has stated that originally the A.L.C. on the dispute being raised by the union had submitted a failure report about this case and the Ministry did not make any Reference, with the result that the management treated this case as closed and hence the relevant records as not traceable in the office. From the evidence it will appear that the Ministry in the beginning did not make any Reference but subsequently the present Reference was made. Simply because the Ministry did not make any Reference was no ground for the management to make the records of the Enquiry Committee untraceable. It is clear that the said records have been purposely withheld by the management.

9. The case of the management, however, is that 40 persons were absorbed on attendance basis. Section 25-G of the Industrial Disputes Act has provided a procedure for retrenchment and it says that in the absence of any agreement between the employer and the workmen in case of retrenchment the employer shall ordinarily retrench the workman who was the last person to be employed in that particular category unless for reasons to be recorded the employer retrenches any other workman. Thus this section clearly indicates the principle "last come first go". This principle admittedly was not followed by the management. No reason has been assigned by the management as to why this principle was not followed. The Industrial Disputes Act nowhere says that persons are to be absorbed on the basis of their attendance. The enquiry report of the Committee would have clearly indicated whether the action taken by the management in not taking the concerned workmen in employment was legal, justified or not. But it has not been done.

10. It is not denied that Form B register is to be maintained by every colliery under the Mines Act in which the name, parentage as well as date of appointment of every employee is to be noted. All the workmen concerned in their statement stated that they were working since before nationalisation and that their names were in Form B register. It is admitted by MW-2 that Form B register is a continuous register and as and when appointments are made entries are also made in it and this register is a permanent register and it mentions all the details regarding date of appointment, name, parentage, designation etc. Such register must have been maintained by the erstwhile owner also and it is a matter of general experience that at the time of take over all the registers and documents including Form B registers were seized by the Custodian on the date of take over. No evidence has been adduced on behalf of the management that Form B register of the erstwhile owner was not seized by the present management or that it was not available. MW-2 in paragraph 4 of his cross-examination has stated that he does not know if after take over the Form B register was taken over charge from the ex-management by the Central Government or not. He has also stated that after take over identity card register was opened.

11. The Form B register of erstwhile owner would have been a conclusive proof to show whether the concerned workmen were in employment under the erstwhile owner or not but that has not been filed. Further even if it be conceded that no such register was available then it is expected that just after take over the management must have prepared a new Form B register in the year 1973 which is the year of take over. The Form B register of 1973 has also not been filed.

12. In fact no Form B register has at all been filed in this case. MW-2 has stated that he searched Form B register of this colliery from 1974 and onwards but they are not traceable. Nothing has been stated as to what happened with the Form B register which is a very important and permanent register of the colliery. The management, however, has stated that a new Form B register was prepared in 1979. The fact that a new Form B register was prepared is admitted by WW-4 also but if a new Form B register was prepared, it must have been prepared on the basis of old Form B register and the old Form B register must have shown the year of appointment and other details of each workman who were appointed before 1979. MW-2 has stated in paragraph 5 of his cross-examination that about two years back there was an amendment in the Mines Act increasing the columns in Form B register and according a direction was issued from Head Office to prepare a new Form B register and hence new Form B register was prepared. He has further stated that there was no direction that old Form B register should be retained or destroyed. There is also no evidence on behalf of the management to show that the old Form B registers were destroyed.

13. From all the above circumstances it is clear that the management has purposely withheld the Form B register as that would have gone in favour of the workmen.

14. It is in evidence of WW-4 who is a clerk under the management that old Form B registers are still available. The management has also not filed attendance register and other relevant registers of the year 1973 and onwards.

15. It is admitted by the management that the concerned workmen were all members of C.M.P.F. MW-2 has admitted in his cross-examination in paragraph 8 that workmen who are members of C.M.P.F. are treated as permanent workmen. In that view of the matter also as the concerned workmen were members of C.M.P.F. it must be deemed that they were working continuously under the management. In this connection Rule 25A of the Coal Mines Provident Fund Scheme is also material and it says that every employee in a coal mine to which this Scheme applies shall be required to join the fund and become a member immediately after the end of the month following any month in which he completes the days of attendance after December, 1969 for not less than 48 days if he is an underground employee and 60 days if he is a surface employee in a quarter. The concerned workmen apparently must have completed the said period of attendance before they became member of the C.M.P.F. 2 identity cards have been filed marked Exts. W-1 and W-2 to show that the workmen concerned were members of C.M.P.F. Much argument, however, was made on behalf of the management to the effect that in these 2 identity cards date of appointment mentioned is 3-1-75 and so they were not appointed before nationalisation. But these documents are the documents of the management themselves. Further MW-1 has clearly stated that he made these appointments in December 1973 or beginning of 1974. Apparently therefore the date of appointment as 3-1-1975 as in these 2 identity cards are wrong.

16. All the above documents as also evidence and circumstances of the case thus clearly prove that these concerned workmen were working under the management but they were stopped work with effect from 1-10-75. The management has failed to prove that they were stopped work as they were juniors. Rather their contention is that they were stopped work on the basis of their attendance. But Section 25-G of the Industrial Disputes Act has clearly laid down a procedure for retrenchment and attendance is no basis for retrenchment.

17. The case of the management is also falsified from the other circumstances of the case and from the evidence on record it will appear that out of the 14 concerned workmen the cases of Jethu Bhuia in Sl. No. 6, Bisundeo Ram in Sl. No. 11 and Lalu Bhuia in Sl. No. 14 stands on a different and stronger basis. The management has filed bonus cards for the year 1975 which have been exhibited in this case as Exts. M-3 to M-3/2. They have also filed Ext. M-2 which is said to be a statement of attendance of casual labourers from December '73 to 1974. They include the names of the concerned workmen and has been marked Ext. M-2. From a perusal of this statement it will appear that some of these

concerned workmen have not shown any attendance since February '74 till November, 1974. This is apparently incorrect as it not expected that a person appointed in 19/3 or January '74 was not given any employment on any day in subsequent months. If there was no work for them, then apparently there was no necessity to make appointment in December '73 or January '74. In the bonus register also of the year 1975 the names of most of these workmen do not appear which is also unnatural as it is not expected that throughout the year 1975 till 30th September of that year they were not given any work.

18. Now even if we take the bonus register as also the statement of attendance Ext. M-2 as correct, as contended by the management, then from these documents it will appear that the cases of the three workmen concerned mentioned above is quite different. Section 25-B of the Industrial Disputes Act has defined as to what is continuous service Clause (2) says that where a workman is not in continuous service within the meaning of Clause (1) for a period of one year or six months, he shall be deemed to be in continuous service under an employer—

(a) for a period of one year, if the workman, during a period of twelve calendar months preceding the date with reference to which calculation is to be made, has actually worked under the employer for not less than—

(i) one hundred and ninety days in the case of a workman employed underground and

(ii) two hundred and forty days in the other case.

All the 3 concerned workmen mentioned above were stopped from 1-10-75. For the purpose of counting the prescribed period calculation is to be made from October 1974 to September 1975. Jethu Bhuia is WW-1 and is an underground worker. This fact is proved from his evidence as also the bonus register. The statement of attendance Ext. M-2 would show that from October to December 1974 he worked for 39 days and from January to September '75 he worked for 184 days. The total comes to 223 days which is more than 190 days for making his service as a continuous service in a year. The said fact was conceded by the learned advocate of the management also during the course of his argument and is also proved from Ext. M-2 as also bonus registers Ext. M-3 series.

19. Then comes the case of Bisundeo Ram Sl. No. 11 of the term of Reference. From Ext. M-2 it will appear that from October to December 1974 his attendance is 35 days while the bonus register of 1975 would show that from January to September 1975 his attendance was 216 days and the total comes to 251 days which is beyond the prescribed period. Lalu Bhuia who is in Sl. No. 14 of the terms of Reference is an underground line mazdoor as will appear from his evidence as also the bonus register. Ext. M-2 would show that from October to December 1974 he was present for 40 days while from January to December 1975 he was present for 155 days. The total thus comes to 195 days which is far beyond the prescribed period.

20. Admittedly none of the above three concerned workmen were given any retrenchment compensation or notice as prescribed under law. Section 25F prescribes the condition precedent to retrenchment of a workman and it says that no workman employed in any industry who has been in continuous service for not less than one year shall be retrenched until he has been given one month's notice in writing or wages in lieu of notice and also retrenchment compensation at the rate as prescribed in Clause (b). A notice to this effect is also to be sent to the appropriate Government. The provisions of this section or Section 25N which is similar to this was admittedly not followed by the management. These provisions are mandatory in nature and non-compliance of the same makes the retrenchment illegal. It is now well settled that any kind of termination of service by an employer amounts to retrenchment as defined U/S 2(cc) of the Industrial Disputes Act. In this respect reference can conveniently be made to the ruling reported in 1976 (1) L.L.J. page 478 in a famous case State Bank of India and N. Sundaramoney. Thus from the above facts it is clear that so far these three workmen are concerned

their termination is illegal as it was done without the compliance of the provisions mentioned above. The above fact is also proved that they were rather senior to others who were taken in employment by the management.

21. In the circumstances, these three workmen concerned viz. Jethu Bhuia, Bisundeo Ram and Lalu Bhuia are entitled to be reinstated in service with effect from 1-10-75.

22. So far as other concerned workmen are concerned, it is true that there is no specific document of the management that they had completed the requisite number of attendance so as to attract the provisions of Section 25F of the I.D. Act, but it is admitted by the management that they were appointed in the year 1973 or 1974. The management has not filed any authentic document to show that these workmen had even put any lesser attendance than those who were admittedly taken by the management. As stated already 58 workmen had been stopped work at one time.

23. The management has no doubt taken a plea that as the service of these workmen were no longer required hence they were removed from service. But the evidence of MW-1 who was the manager of the mine during the relevant time would show otherwise. In paragraph 5 of his deposition he has stated that in 1974 and 1975 this colliery took on transfer 25 to 30 workers from Parasea Colliery of Eastern Coalfields. There is absolutely no reason as to why when the concerned workmen were working in the colliery their services were stopped and persons from other colliery were taken in.

24. This witness, however, has tried to show that from 1974 onwards the production of Kaiora Colliery was not going up due to technical problems and the production was poor. But this fact has not been pleaded in the written statement nor any evidence has been adduced in support of it.

25. The management also urged that it is a stale claim as though the retrenchment took place in October 1975 the present Reference was made in April 1981 and so the claim should not be allowed. No such plea has been taken in the

written statement. Further it will appear that the claim is not a stale one. From Ext. M-1 it is clear that soon after retrenchment the union took up the matter on the basis of which the management issued direction dated 3-2-76. When by this letter the cases of the concerned workmen were not settled dispute was continued on their behalf. Even MW-1 has stated in para 11 of his cross-examination that the union made representation after their stoppage of work. Further from the evidence of MW-1 it will appear that as early as in 1979 the Labour Ministry had issued some letter to the management reference of which has been made by this witness in paragraph 6 of his cross-examination though the said letter is not on record. This clearly means that the matter remained pending before the Labour Ministry for a few year prior to making any Reference in 1981. If there was any delay it was in the Ministry for which the concerned workmen are not to be penalised and the claim cannot be said to be a stale one.

26. Considering all these evidence and facts and circumstances of the case, I hold that the action of the management in stopping the workmen concerned with effect from 1-10-75 is fully unjustified and illegal. As the said action of the management is illegal and unjustified the concerned workmen are evidently entitled to be reinstated in service. The question, however is as to from what date. It has been seen from the evidence that the three of the workmen viz. Jethu Bhuia, Bisundeo Ram and Lalu Bhuia though they had completed one year continuous service were stopped without compliance of the provisions of Section 25F of the Industrial Disputes Act and in the circumstances these three workmen are entitled to be reinstated with full back wages from 1-10-75. The rest of the workmen concerned are entitled to be reinstated from the date of the award but without any back wages.

27. The award is passed accordingly.

J. N. SINGH, Presiding Officer

[No. L-19012(12)/79-D.IV(B)]

A. K. SAHA MANDAL, Desk Officer

